

N O T I C E

NO HAND CARRIED BIDS! NO MAILED BIDS!

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX. See provision AOC52.215-1 Instructions to Offerors located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers/proposals will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending proposals via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

NOTICE TO CONTRACTORS

The Architect of the Capitol anticipates that in 2006 the agency's contractors will have to register with the Central Contractor Registration (CCR) database. This is the primary vendor database for the U.S. Federal Government and the CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

Registration in the CCR will become mandatory in order to be awarded contracts by the Federal Government. Vendors are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status.

CCR validates the vendor information and electronically shares the secure and encrypted data with the federal agencies finance offices to facilitate paperless payments through electronic funds transfer (EFT).

The AOC is now encouraging all vendors to register with the CCR if they are not already registered. Vendors can register on line at <http://www.ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.



UNITED STATES CAPITOL EAST FRONT PLANTINGS

May 30, 2006

Architect of the Capitol
United States Capitol
Washington, D.C. - 20515

PROJECT MANUAL

Table of Contents

VOLUME I - BUSINESS

Solicitation, Offer, Award Form
The Schedule
General Conditions
Supplementary Conditions
Representations and Certifications
Solicitation Conditions

VOLUME II - TECHNICAL

List of Drawings
Specifications

ATTACHMENTS

ISSUED BY: ARCHITECT OF THE CAPITOL

(UNITED STATES CAPITOL EAST FRONT PLANTINGS)

TABLE OF CONTENTS

VOLUME I - BUSINESS

Section No.	No. of Pages
SOLICITATION, OFFER, AND AWARD	2
THE SCHEDULE	2
00700 GENERAL CONDITIONS	41
00800 SUPPLEMENTARY CONDITIONS	7
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	6
SOLICITATION CONDITIONS	10

VOLUME II - TECHNICAL

Division No.	No. of Pages
00860 LIST OF DRAWINGS	1
SPECIFICATIONS : FILE NUMBER 030293	54
01000 GENERAL REQUIREMENTS	28
01546 SAFETY AND HEALTH	9
02911 SOIL PREPARATION	2
02930 EXTERIOR PLANTS	15

ATTACHMENTS

Attachment	No. of Pages
(1) GENERAL DECISION NUMBER DC20030003 (03/10/2006)	7
(2) BID BOND	2
(3) ACH VENDOR PAYMENT FORM (to be submitted by awardee only)	1
(4) U.S. CAPITOL POLICE REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS (for informational purposes only)	1

VOLUME I

BUSINESS

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> January 2004	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES	
	RFP NO. 060110	_____ SEALED BID (IFB) <u>XX</u> NEGOTIATED (RFP)	05/26/06	1	2

IMPORTANT - The "offer" section on page 2 of 2 must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION NO.		6. PROJECT NO.	
7. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515			CODE _____ 8. ADDRESS OFFER TO (Note - All handcarried offers/bids will be rejected) Architect of the Capitol Procurement Division Ford House Office Building Attn: (Ryan Kirkwood) Room H2-263 Bid Room Second and "D" Streets, S.W. Washington, DC 20515		
9. FOR INFORMATION CALL:			A. NAME		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
			Ryan Kirkwood		(202) 226-1947

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SUBJECT: United States Capitol East Front Plantings

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

1. **A SITE VISIT AND PRE-BID CONFERENCE WILL BE CONDUCTED ON June, 08 2001 AT 9:00 A.M. ADDITIONAL INFORMATION is located in the article entitled "VISIT TO THE SITE OF THE WORK " IN THE SOLICITATION CONDITIONS.**
2. **The Offeror's attention is directed to the "SUPPLEMENTARY CONDITIONS", 2. SUBMITTALS, which will be strictly enforced.**

11. The CONTRACTOR shall complete performance within 365 calendar days after Notice of Award. See Supplemental Conditions, article entitled "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK".

12. The CONTRACTOR must furnish any required performance, payment bonds and insurance: X YES __NO. If YES, within 20 calendar days after award.

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1:00 p.m. (hour) local time June 29, 2006 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee X is, _____ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 Calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

DUNS NO. _____ TIN _____

15. TELEPHONE & FACSIMILE NOS. (Include area codes)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified in the Schedule in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due.

18. The Offeror agrees to furnish any required performance, payment bonds and insurance.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				20B. SIGNATURE					20C. OFFER DATE	

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION

24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 27

(In Triplicate)

25. AUTHORITY FOR NEGOTIATION, IF APPLICABLE

26. ADMINISTERED BY:

CODE _____

See Block 8

27. PAYMENT WILL BE MADE BY:

ARCHITECT OF THE CAPITOL
Ford House Office Building
Accounting Office, Room H2-205
Washington, D.C. 20024

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

X 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in the contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, requirements, certifications, and specifications or incorporated by reference in or attached to this contract.

_____ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

Contracting Officer

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY:

THE SCHEDULE

SUPPLIES OR SERVICES AND PRICES/COSTS FOR CONSTRUCTION

The Contractor shall furnish all supplies, equipment, personnel and services necessary for the United States Capitol East Front Plantings. (see the SPECIFICATIONS AND THE CONTRACT DRAWINGS) as required by the Architect of the Capitol.

1. SCHEDULE OF ITEMS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>	<u>PRICE</u>
-------------	--------------------	-------------	------------	--------------

Base period of performance 365 days from date of award.

0001	This work includes the installation of understory and ground cover plant material on the east side of the United States Capitol Building. The plant material will be installed within the tree protection zones established during the construction of the United States Capitol Visitor Center. Coordination with and direction from the United States Capitol Visitor Center Contract Arborist will be required in order to ensure that none of the trees protected during the construction of the United States Capitol Visitor Center will be damaged during the execution of this work. All of the tree protection policies outlined in the United States Capitol Visitor Center Tree Preservation Contract Documents are hereby referenced into this work and will be enforced during the execution during this work.	1	JOB	\$ _____
------	---	---	-----	----------

OPTIONS:

0002	The option work is identical to the base work and can be found in the drawings.	1	JOB	\$ _____
------	---	---	-----	----------

0001-0002 Total				\$ _____
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2. EXERCISE OF OPTIONS

- (a) Item 0002 will be evaluated in accordance with “AOC52.217-1 Evaluation of Options” in the Solicitation Conditions. The government may exercise the option any time within 365 days of date of award.
- (b) All work is required to be completed within the completion date(s) specified in AOC52.211-5 Commencement, Prosecution and Completion of Work in the Supplementary Conditions. In addition the exercise of the option may require a change to the contractor’s schedule.
- (c) Options will be awarded according to funds availability.

END OF SCHEDULE

GENERAL CONDITIONS

TABLE OF CONTENTS

AOC52.202-2	DEFINITIONS - CONSTRUCTION
AOC52.203-1	ADVERTISING/PROMOTIONAL MATERIALS
AOC52.203-2	DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC
AOC52.204-1	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
AOC52.211-3	DEFICIENCIES IN CONTRACT DOCUMENTS
AOC52.211-6	NOTICE TO PROCEED
AOC52.215-10	EXAMINATION OF RECORDS
AOC52.215-11	AUDITS
AOC52.216-6	UNDEFINITIZED CONTRACT ACTIONS
AOC52.219-1	UTILIZATION OF SMALL BUSINESS CONCERNS
AOC52.222-1	OVERTIME WORK - CONSTRUCTION
AOC52.222-3	CONVICT LABOR
AOC52.222-7	WORKMEN'S COMPENSATION LAWS
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA ALTERNATE I
AOC52.223-1 -	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SUPPLEMENT
AOC52.223-3	SECURITY MARKINGS
AOC52.223-4	TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS
FAR 52.225-9	BUY AMERICAN ACT– CONSTRUCTION MATERIALS
AOC52.225-1	BUY AMERICAN ACT - SUPPLEMENT

AOC 52.228-2	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
AOC52.228-5	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION
AOC52.228-6	NOTICE TO SURETIES
FAR52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
AOC52.232-6	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION
AOC52.232-9	PAYMENT OF INTEREST ON CONTRACTOR CLAIMS
AOC52.232-12	ASSIGNMENT - SUPPLEMENT
AOC52.233-1	DISPUTES
AOC52.233-2	CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS
AOC52.233-3	LIMITATION ON DAMAGES FOR DELAY
FAR 52.236-5	MATERIALS AND WORKMANSHIP
FAR 52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS
AOC52.236-1	ACCESS TO WORK
AOC52.236-2	OTHER CONTRACTS AND WORK
AOC52.236-3	ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS - CONSTRUCTION
AOC52.236-4	CUTTING AND PATCHING
AOC52.236-5	CLEANING AND RESTORING
AOC52.236-8	SCHEDULING OF WORK
AOC52.236-9	SCHEDULE OF VALUES
AOC52.236-10	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION
AOC52.236-12	PRODUCT DATA AND SAMPLES

FAR 52.242-14	SUSPENSION OF WORK
FAR 52.243-4	CHANGES
AOC52.243-1	CHANGES - SUPPLEMENT
AOC52.244-1	AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
AOC52.245-2	GOVERNMENT-FURNISHED PROPERTY
AOC52.246-1	FINAL INSPECTION AND ACCEPTANCE - CONSTRUCTION - SUPPLEMENT
AOC52.246-6	ADDITIONAL WARRANTY COVERAGE
FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE

GENERAL CONDITIONS

AOC52.202-2 DEFINITIONS - CONSTRUCTION (JUN 2004)

- (a) The term “Government” means the United States of America, represented by the Architect of the Capitol, who is the Contracting Officer.
- (b) The term “head of the agency” means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The “other authority” as used in this paragraph includes the Architect of the Capitol in cases in which he has final jurisdiction or supervision over the work involved.
- (c) The term “Architect” as used in the contract documents shall mean the Architect of the Capitol.
- (d) The term “Contracting Officer” as used in the contract documents means the Architect of the Capitol or his duly authorized representative.
- (e) The term “his duly authorized representative” means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (f) The term “Contractor” means the individual, partnership or corporation entering into a contract with the Government to perform the work specified.
- (g) The term “Subcontractor”, as used in this part, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or other subcontractor. There is no privity of contract between the Government and the Subcontractors.
- (h) The term “Project Director” means the individual designated by the Architect to monitor the progress of work from a technical standpoint. The duties and responsibilities of the Project Director shall include supervision of scheduling, receipt and verification of Contractor’s payrolls in accordance with the Davis Bacon Act, coordination between Divisions, concerning resolution and/or avoidance of potential problems and, to the extent authorized by the Delegation of Authority, if any, issuance of clarifications, supplemental agreements and change orders to the Contractor.
- (i) The term “contract documents” includes, collectively, the Project Manual, the contract drawings and the addenda and modifications thereto, if any.
- (j) The term “work” includes, but is not limited to, materials, labor, and manufacture and fabrication of components.
- (k) The term “specifications” means the portion of the Contract Documents that consist of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

(l) The term “drawings” means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, that show the design, location and dimensions of the Work, and generally includes plans, elevations, sections, details, schedules and diagrams.

(m) Wherever in the specifications or upon the drawings the word “directed,” “required,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the “direction,” “requirement,” “order,” “designation,” or “prescription,” of the Contracting Officer is intended and similarly the words “approved,” “acceptable,” “satisfactory,” or words of like import shall mean “approved by” or “acceptable to,” or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(n) Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed.”

(End of clause)

AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (DEC 2005)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) "General public", for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

AOC52.211-3 DEFICIENCIES IN CONTRACT DOCUMENTS (JUN 2004)

The Contractor shall promptly inform the Contracting Officer, in writing, of any discovered errors, omissions, discrepancies, conflicts or ambiguities in the contract documents before proceeding with any work affected by such factors. Failure to do so will be at the risk of the Contractor.

(End of clause)

AOC52.211-6 NOTICE TO PROCEED (JUN 2004)

A formal notice, or notices, to proceed will be issued as soon as practical, normally after approval by the Contracting Officer of the bonds and insurance. Unless specifically authorized in writing, any steps taken in connection with the performance of, or the preparation to perform, the contract, prior to issuance of the notice to proceed, will be the responsibility of and at the risk of the Contractor, and without any cost whatsoever to the Government.

(End of clause)

AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

AOC52.215-11 AUDITS (JUN 2005)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data in support of any claim, the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for _____ (identify by description) are accurate and complete and

they are current as of _____ (date).

Date of Execution _____

Firm _____

Signature _____

Title _____"

(c) The Contracting Officer in accordance with the FAR clause "Audit and Records - Negotiation", 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.

(b) The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable .

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone

line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.222-1 OVERTIME WORK - CONSTRUCTION (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturday, Sundays or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is ordered in writing by the Contracting Officer and payment therefore is authorized in the written order, and provided such work is not otherwise required to be performed under terms of the contract.

(End of clause)

AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

AOC52.222-7 WORKMEN'S COMPENSATION LAWS (JUN 2004)

The Contractor and his subcontractors employed on the site shall comply with the Workmen's Compensation Laws of the District of Columbia.

(End of clause)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
(JAN 1997) ALTERNATE I (JULY 1995)

(a) “Hazardous material” as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in Paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert “None”)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award a “Material Safety Data Sheet”, meeting the requirement of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in Paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the items(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under Paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government’s rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate and disclose the data for the Government for these purposes.

(2) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in Paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in Paragraph.(b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

AOC52.223-1 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY
DATA - SUPPLEMENT (JUN 2005)

(a) Except as provided in paragraph (c), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in FAR 52.223-3(b).

(b) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(c) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(d) For items provided to a construction site, the Contractor shall provide two copies of each MSDS. One copy shall be provided to the COTR in accordance with the Division 1 submittal requirements, and a second copy shall be kept in an MSDS binder on the job site.

(End of clause)

AOC52.223-3 SECURITY MARKINGS (JUN 2004)

(a) Before dissemination to subcontractors or other personnel, all AOC drawings and electronic copies thereof shall be considered at a minimum to be *sensitive but unclassified* (SBU). The following statement shall be imprinted on *each* page of drawings:

**PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR
SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED
Do not remove this notice
Properly destroy documents when no longer needed**

(b) The following paragraph shall be included on the cover page of the information (such as the cover page on a set of construction drawings and on the cover page of the specifications).

**PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR
SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED
Do not remove this notice
Properly destroy documents when no longer needed**

(End of clause)

AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS (JUN 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

FAR 52.225-9 BUY AMERICAN ACT– CONSTRUCTION MATERIALS (JUNE 2003)

(a) *Definitions.* As used in this clause --

“Component” means an article, material, or supply incorporated directly into construction materials.

“Construction material” means an article, material, or supply brought to the construction site by the

Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in Paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States, or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas

(b) *Domestic preference.* (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in Paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate “None”)

(3) The Contracting Officer may add other foreign construction material to the list in Paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any contractor request to use foreign construction material in accordance with Paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with Paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in Paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the contractor negotiates adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in Paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under Paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers;

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate is issued).]

(End of clause)

AOC52.225-1 BUY AMERICAN ACT - SUPPLEMENT (JUN 2004)

In addition to provisions of the above clause entitled, “Buy American Act”, the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

(End of clause)

AOC 52.228-2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 2004)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

(a) *Definitions.* As used in this clause, “original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$25,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds: (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds: (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(c) *Additional bond protection.* (1) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(2) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain an additional bond.

(d) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in Item 12 of the form entitled, “Solicitation, Offer, and Award (Construction, Alteration, or Repair)” or otherwise specified by the Contracting Officer, but in any event, before starting work.

(e) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, or by other acceptable security such as postal money order, certified check, cashier’s check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(f) *Notice of subcontractor waiver of protection (40 U.S.C. 270 b(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

AOC52.228-6 NOTICE TO SURETIES (JUN 2004)

The final inspection and acceptance of the work included in this contract shall not be binding or conclusive upon the Government if it shall subsequently appear that the Contractor has willfully or fraudulently, or through collusion with the representatives of the Government in charge of the work, supplied inferior material or workmanship, or has departed from the terms of the contract, or if defects of any kind should develop during the period that the guarantees covering such material and workmanship are in force. In such event, the Government shall have the right, notwithstanding such final acceptance and payment, to have the work removed and to cause the work to be properly performed and satisfactory material supplied to such extent as, in the opinion of the Contracting Officer, may be necessary to finish the work in accordance with the drawings, if any, and specifications, at the expense of the Contractor and the sureties on its bond, and the Government shall have the right to recover against the Contractor and its sureties the cost of such work, together with such other damages as the Government may suffer because of the default of the Contractor in the premises, the same as though such acceptance and final payment had not been made.

(End of clause)

FAR52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP2002)

(a) *Payment of price.* The Government shall pay the Contractor the contract price as provided in this contract.

(b) *Progress payments.* The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested;
- (ii) A listing of the amount included for work performed by each subcontractor under the contract;
- (iii) A listing of the total amount of each subcontract under the contract;
- (iv) A listing of the amounts previously paid to each such subcontractor under the contract;
- (v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

- (i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) *Contractor certification.* Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete Paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____(Name)
_____(Title)
_____(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall - -

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until - -

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the contractor reduces the amount of any subsequent certified request for progress progress payments by an amount equal to the unearned amount.

(e) *Retainage.* If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) *Title, liability, and reservation of rights.* All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) *Reimbursement for bond premiums.* In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) *Final payment.* The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) *Limitation because of undefinitized work.* Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative

(j) *Interest computation on unearned amounts.* In accordance with 31 U.S.C. 3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be --

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date of the Contractor receives the unearned amount; and;

(2) Deducted from the next available payment to the Contractor.

(End of clause)

AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;
- (2) The contractor's name and remittance address as stated in the contract(s);
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
- (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and
- (5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital

Accounting Division

Mailing Address:

2nd and D Streets SW

Ford House Office Building

Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

AOC52.232-12 ASSIGNMENT - SUPPLEMENT (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF CLAIMS.

(End of clause)

AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however**, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise

might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.233-3 LIMITATION ON DAMAGES FOR DELAY (JUN 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of any damages, of any nature whatsoever, which the Contractor, or its subcontractor at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedies in such event shall be a reimbursement of direct costs necessarily incurred as a result of the foregoing causes, and an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) For the purposes of this clause, the term "Damages" shall include all indirect and/or impact costs which shall include, without limitation: unabsorbed Home Office Overhead (including calculations under the "Eichleay Formula"), Idle Labor and Equipment, Loss of Productivity, and Interest; the term "Damages" shall not include on-site direct costs, which shall include direct labor (superintendence, labor, time-keeping, and clerical work) direct materials and supplies (including material handling), direct equipment, restoration and cleanup, overhead and profit (but only as permitted under the clauses "Changes" and "Changes - Supplement", taxes, insurance, and bonding costs, which will be calculated in accordance with the clauses "Changes" and "Changes - Supplement". Provided, however, that the accounting practice of treating these costs as "direct" shall be in accordance with

(1) The Contractor's established and consistently followed cost accounting practices for all work; and

(2) FAR Cost Accounting Cost Principles and Procedures (FAR Part 31).

(c) To the extent that any other provision of this contract provides for the payment of damages, as defined in this clause, to the Contractor and is thus inconsistent with the provisions of this clause, such other provision will be superseded hereby with respect to the issue of damages.

(End of clause)

FAR 52.236-5 MATERIALS AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting

competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

AOC52.236-1 ACCESS TO WORK (JUN 2004)

(a) The Contracting Officer or his representative may visit and inspect the Contractor's plant, without advance notice, at any time during the course of this contract, and he shall be granted every available assistance to facilitate such inspection.

(b) The Contracting Officer and proper members of his staff shall at all times have access to the work, and the Contractor shall provide proper and safe facilities for such access and for inspection.

(End of clause)

AOC52.236-2 OTHER CONTRACTS AND WORK (JUN 2004)

(a) The Contractor shall fully inform himself as to conditions relating to construction and labor under which other work, if any, is being performed, or is to be performed, by or for the Government, by contract or otherwise, where such work may affect or be affected by, operations under this Contract.

(b) Notwithstanding the performance by other parties of work at the site during performance of this contract, the Contractor shall prosecute the work diligently and continuously, and he shall cooperate in every way with such other parties. The Contractor shall give such other parties, to the extent their work is affected by his work, all information necessary for the proper execution of their work, without delay. The Contractor shall so arrange and conduct his work that other parties may complete their work at the site according to schedule. All other work under the instant contract shall be carefully coordinated with work under such other contracts.

(End of clause)

AOC52.236-3 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS -
CONSTRUCTION (SEP 2004)

(a) The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others and comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein. He shall also be responsible for all materials delivered and work performed until completion and final acceptance of the entire contract work, except for any completed unit thereof which theretofore may have been finally accepted.

(b) *Williams-Steiger Occupational Safety and Health Act.* The Contractor shall also comply in all aspects of the job with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations. The Contractor shall bring to the attention of the Architect any work encountered which may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(c) *National Fire Protection Association standards.* The Contractor shall comply with all applicable standards of the National Fire Protection Association relative to fire prevention, except to the extent that more exacting requirements are specified or imposed by the Contracting Officer. The Contractor shall keep and properly maintain fire prevention devices at the job site and shall take all possible precautions deemed necessary by the Government representative in charge of the work.

(d) *Protection of property and persons.* (1) The Contractor shall protect all of his material and work at the site, whether incorporated in the work or not, against damage or loss from any cause, and he shall take all necessary precautions against damage to all other work and material on the site. He shall provide and maintain necessary safeguards for protection of his employees, Government employees and the public generally, and he shall take all other proper precautions for their protection against injury. He shall comply with all directives and regulations of the Contracting Officer and other proper authorities relative to the use of public property.

(2) The Contractor shall protect all electric, telephone, computer facilities, water, gas, sewer, steam and other underground utility lines, in sidewalks, streets or other areas in, under or around the site, to the satisfaction of the Contracting Officer, the Government of the District of Columbia, and all other authorities having jurisdiction.

(3) The performance of work at the site by other parties shall not relieve the Contractor from any liability for loss or damage or from his obligations under this contract. No agreement or arrangement between the Contractor and others as to a division or proportionate share of liability for loss or damage incurred, or of the cost of insurance, shall in any way relieve the Contractor of such liability or his obligations under this contract.

(e) The Contractor shall comply with the requirements of FAR 52.236.13, Accident Prevention. In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to suspend work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to suspend the work to the Contractor formalizing the specifics of the verbal suspension of work.

(f) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

AOC52.236-4 CUTTING AND PATCHING (JUN 2004)

Prior to initiation of the work operations of either cutting or patching, as a necessary requirement of the work under this contract, of any structural component or of lintels, stair systems, piping, duct work, vessels, equipment and like items in the building, the Contractor shall consult with the Contracting Officer and follow explicitly his directions and stated requirements concerning methods, materials, the manner in which the work is performed, and the level of competence and skill possessed by Contractor's employees, or those of subcontractors, who are proposed to be employed in said cutting and/or patching operations.

(End of clause)

AOC52.236-5 CLEANING AND RESTORING (JUN 2004)

- (a) The contractor shall remove dirt and debris resulting from the operations under this contract daily.
- (b) The Contractor shall, as a condition precedent to the final acceptance of the work, remove from the site of the work all remaining plant, installations, temporary barricades, temporary facilities, equipment, tools, materials, refuse, rubbish and waste, used or accumulated in connection with, but not incorporated in, the work, unless otherwise specified or directed, and he shall leave the buildings, grounds, streets, and all public places occupied by him in a thoroughly clean, neat and satisfactory condition.

(End of clause)

AOC52.236-8 SCHEDULING OF WORK (AUG 2004)

- (a) The Contractor shall, before commencing work on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of partial payments until the Contractor submits the required schedule.
- (b) The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours as necessary to insure prosecution of work in accordance with the approved schedule. If, in the opinion of the Contracting Officer, the Contractor falls behind in the scheduled progress, the Contractor shall take such steps as may be necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained. The provisions of this subparagraph shall not be construed as prohibiting work on Saturdays, Sundays and holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, if the Contractor so elects and if approved.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

AOC52.236-9 SCHEDULE OF VALUES (JUN 2004)

(a) The Contractor shall, in accordance with the requirements of the Contracting Officer, prepare and submit for approval a schedule of estimated values of all parts of the work, and shall submit such quantity breakdowns pertinent thereto as the Contracting Officer may deem necessary for the proper checking of partial payment requisitions and for other administrative purposes. The total of the schedule of values shall equal the amount of the contract. The values employed in making this schedule will be used only for determining partial payments; they will not be used as a basis for determining an increase or decrease in the contract price. The listings and subdivisions of this schedule for estimated costs and quantity breakdowns shall be as approved by the Contracting Officer.

(b) The submission and approval of the schedule of values shall be a condition precedent to the making of partial payments.

(End of clause)

AOC52.236-10 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUN 2004)

(a) The Contractor shall keep on the site of the work a copy of the drawings and specifications, and of approved shop drawings, product data and samples and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, or in case of discrepancy either within the figures, within the drawings, or within the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information he considers necessary, unless otherwise provided.

(b) "Shop drawings" means drawings submitted to the Government by the Contractor, subcontractor, any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(c) The Contractor shall submit to the Contracting Officer for approval shop drawings, product data and samples as required under the various sections of this Project Manual. The Contractor shall coordinate all such submittals, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings, product data, or samples submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for re-submission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such submittals, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with Paragraph (d) below.

(d) If shop drawings, product data, or samples show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(e) Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings, product data or samples delivered under this contract.

(f) The provisions of this entire paragraph shall be included in all subcontracts at any tier.

(End of clause)

AOC52.236-12 PRODUCT DATA AND SAMPLES (JUN 2004)

(a) Product data shall mean information (e.g., catalog cuts, standard illustrations, drawings, performance charts, data and brochures) pertinent to a particular product, equipment or material required as a part of the work. Product data is required to establish, for the purposes of evaluation and approval, details of the product offered in response to specifications elsewhere in the contract documents. Product data pertains to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes, in addition to the above, the manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any).

(b) Samples are physical examples of materials, equipment or workmanship that will be used by the Contracting Officer to establish standards by which the work will be judged.

(c) Samples not subject to destructive tests may be retained by the Contracting Officer until completion of the work; they will then be returned to the Contractor, at his own expense, if he so requests in writing.

(End of clause)

FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of the contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this Article for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed, or interrupted

by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this article shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

FAR 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of this work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating-

- (1) The date, circumstances, and source of the order; and
- (2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of the proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(End of Clause)

AOC52.243-1 CHANGES - SUPPLEMENT (JUN 2004)

(a) *Definitions.* (1) A “change order” is a unilateral contract modification, signed by the Contracting Officer, which describes and identifies a particular change in the requirements as permitted by the FAR clause, 52.243-4, “Changes” and authorizes the contractor to begin performance with the changed requirements. The change order may reference pertinent oral or written directives, provide an adjustment to the contract price and/or time for performance, and direct the contractor to submit a proposal for definitization of the change order.

(2) A “supplemental agreement” is a bilateral contract modification, signed by the contractor and the Contracting Officer, which either authorizes the contractor to begin performance with the changed requirements in accordance with the equitable adjustment agreed to prior to commencement of performance of the changed requirements or definitizes a change order after agreement of an equitable adjustment to the contract.

(3) *Request for Proposal.* A request by the Contracting Officer or his duly authorized representative for the contractor to submit a proposal for requirements contemplated to be changed. Such proposal shall be submitted within the time limit specified in the request and in accordance with the requirements and limitations of this clause.

(b) *Authorization of changes.* All changes to contract requirements will be authorized in writing by the Contracting Officer through one of the following methods:

- (1) A Supplemental Agreement, with the concurrence of the contractor; or
- (2) A unilateral Change Order.

(c) *Submission of proposals and cost breakdowns by the contractor.*

(1) Proposals for changes to the contract requirements shall include a brief description of the change; a breakdown of costs as outlined hereinafter; and a time impact analysis (fragnet).

(2) In considering proposals for changes involving added requirements, omitted requirements, or any combination thereof, the Contracting Officer or his duly authorized representative will make check-estimates in such detail as he deems necessary with the view of arriving at equitable adjustments. With each proposal, the contractor shall submit separately an itemized breakdown as per "Exhibit A" hereof, which shall include, but not be limited to, the following:

- (i) Direct labor costs;
- (ii) Social Security and Unemployment Insurance Taxes;
- (iii) Workmen's compensation and general liability insurance;
- (iv) Direct material quantities and unit prices (separated into trades);
- (v) Construction equipment;
- (vi) Overhead; and
- (vii) Profit.

(3) If the contractor believes that the change in the contract requirements affects the contract period of performance, as required by AOC52.211-5, Commencement, Prosecution, and Completion of Work, of the Supplementary Conditions, appropriate substantiation must be submitted for evaluation/review.

(4) A complete proposal, including breakdown of cost and time impact, shall be submitted by the contractor within the time frame stipulated in calendar days by the Government for each proposed change. Generally, complete proposals shall be submitted by the contractor within 7 calendar days after the contractor receives the request for proposal, although this time frame may be adjusted for more complex or more urgent requirements. Except as provided by an individual contract modification, no payment for a change order will be made until a supplemental agreement has been signed by the contractor and the Contracting Officer. If complete proposals are not received timely, the Contracting Officer, after consultation with his authorized representative, may determine the cost of the change and the time impact and issue a change order based upon this determination with the stipulation that if a supplemental agreement is not negotiated within a reasonable amount of time, this determination will be final and conclusive, subject only to the contractor's rights of appeal as provided in AOC52.233-1, Disputes, of the General Conditions.

(d) *Allowances for overhead and profit.* (1) The following percentages will be allowed for overhead and profit:

(i) The contractor shall receive, as a percentage of the cost of all work performed by his own organization, an amount not to exceed 10% overhead and not to exceed 10% profit; and

(ii) If subcontractor(s) are involved in the change, a fee in an amount not to exceed 10% as a percentage of the total price of the subcontractor portion of the change.

(iii) Subcontractor(s) to the prime contractor (first tier subcontractor(s)) shall receive, as a percentage of the cost of all work performed by or for it, a total amount not to exceed 10% overhead and not to exceed 10% profit.

(iv) The percentages for fees, overhead, and profit permitted by the above shall be allowed only for the contractor and its first tier subcontractors. Percentages for fees, overhead, and profit in any amount will not be allowed for subcontractors of any other tier.

(2) Percentages for overhead allowed are deemed to include, but shall not be limited to, the following:

(i) Field Overhead Items.

(A) Trailer;

(B) Storage Facilities;

(C) Contractor's and subcontractor's superintendence;

(D) Construction equipment/tools, except those that are specially required for a specific change;

(E) Utilities;

(F) Contractor's and subcontractor's field office, administrative/support staff;

(G) Cost of preparing record drawing changes, correspondence, etc., relating to the contract;

(H) Job site safety aids; and

(I) Cleaning and maintenance of nuisance debris from jobsite.

(ii) Office Overhead Items for Contractor and Subcontractors.

(A) Maintenance/operation of principal or branch offices;

(B) Personnel costs;

(C) Cost for preparing correspondence, fragnets, etc., relating to the contract; and

(D) Cost of insurance and bonds, except for insurance costs relating to direct labor, as outlined in "Exhibit A" .

(iii) For changes which include custom items unique to the project and which are fabricated off-site, the fabricator, whether the contractor or a subcontractor at any tier, shall furnish a breakdown of costs associated with the work in the fabricating plant. This breakdown shall include labor, material, equipment and overhead/plant costs in sufficient detail to allow for review by the Contracting Officer or his duly authorized representative. Costs charged to overhead/plant shall be allowable costs for the fabricator, whether he is the contractor or a subcontractor at any tier, provided that the costs claimed are consistent with the provisions of Subpart 31.203 of the Federal Acquisition Regulation (Chapter 1, Title 48, Code of Federal Regulations). An amount not to exceed 10% of the cost of the fabricated item will be allowed for the fabricator's profit. If the fabricator is a subcontractor, the overhead and profit percentages for the contractor and any subcontractor at a higher tier having a contractual relationship with the fabricator shall be allowed in accordance with this clause.

(e) *Changes involving decreases in price.* For changes involving only a decrease in price, the contractor and subcontractors shall return as credit for overhead and profit those same percentages which are allowed for like changes involving increases in price. On changes involving both an increase and a decrease in price, overhead and profit will be allowed only on the net increase.

(f) *Changes involving increases or decreases on basis of contract specified unit prices.* No percentages for overhead and profit will be added to, or deleted from, any unit prices in event of an increase or decrease in the contract requirements on the basis of contractual unit prices.

**EXHIBIT A
TYPICAL FORM OF BREAKDOWN FOR PRICE ADJUSTMENT**

SUBCONTRACTORS' BREAKDOWN

Items Involved	Quantities	Unit Cost	Equipment	Material	Labor	Extensions		Unit Cost
						Totals	Final Totals	
Excavation (Identify)								
• Volume								
• Crane Operator								
• Laborers								
Shoring (Identify)								
• Area								
• Welder								
Subcontractor Total								

PRIME CONTRACTOR'S BREAKDOWN

Items Involved	Quantities	Unit Cost	Equipment	Material	Labor	Extensions		Unit Cost
						Totals	Final Totals	
West Wall (Cinder Block)								
• Area								

• Block 8x8x16								
• Mortar								
• Mason								
• Laborer								
Subtotal								
Prime Contractor's Total								
Prime Contractor's Overhead and Profit on Subcontractor								
Total								

(End of clause)

AOC52.244-1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS
OF THE WORK (SEP 2005)

(a) The Contractor is responsible for coordination of all work performed by its own workforce and those of its subcontractors. Each subcontractor shall be experienced in and capable of performing in a satisfactory manner all work in his/her speciality, and shall meet the standard of competence established for the Contractor.

(b) The Contractor shall be responsible for all acts of subcontractors employed by him under this contract, and for their compliance with all terms and provisions of the contract applicable to their performance. The Contractor shall continuously coordinate the work of all sub-contractors to assure proper processing and progress of the Work. The Contractor shall require each subcontractor to (1) examine the project schedule, shop drawings and the work of other trades and all sections of the specifications to the extent necessary for satisfactory installation of his work, and connection between his work and the work of other trades; (2) coordinate his work accordingly; and (3) cooperate with other trades toward timely and satisfactory completion of the entire Work.

(c) Organization of the specifications into sections and subsections and the arrangement of drawings shall not control the Contractor in dividing work among subcontractors or in establishing the extent of work to be performed by any trade.

(d) The Government reserves the right to require dismissal of any subcontractor who, by reason of previous unsatisfactory work on AOC projects or for any other reason, is considered by the Contracting Officer to be incompetent or otherwise objectionable for performing work under this contract.

(e) Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the Government.

(End of clause)

AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

(a) For the purposes of this clause, Government-furnished “property” includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer’s Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor’s representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor’s representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the “Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol” before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

AOC52.246-1 FINAL INSPECTION AND ACCEPTANCE - CONSTRUCTION - SUPPLEMENT
(SEP 2005)

(a) No inspection or other action of the Government shall be construed to constitute a final acceptance of any portion of the work under this contract until all work under the contract is completed. None of the work under the contract shall be deemed to be finally accepted until the Contractor, upon completion and final inspection of all work, is notified in writing of final acceptance of work under the contract, or in lieu thereof, until final payment of the final voucher as prescribed in FAR 52.232-5, Payments Under Fixed-Price Construction Contracts. The provisions of FAR clause 52.246-12, Inspection of Construction are hereby modified by the provisions of this paragraph with respect to the finality of acceptance of any portion of the work by the Government prior to completion of all work under the contract.

(b) The Contractor shall notify the Contracting Officer, at least 10 days in advance, of the date the work will be fully complete and ready for final inspection. Any additional costs incurred by the Government due to necessary reinspection of work found not ready for final inspection upon the Contractor's notice of completion will be charged to the Contractor and deducted from the contract price.

(End of clause)

AOC52.246-6 ADDITIONAL WARRANTY COVERAGE (JUN 2004)

If the Contractor receives from any manufacturer, supplier or subcontractor additional warranty coverage on the whole or any component of the work required by this contract, in the form of time including any pro rata arrangements, or the Contractor generally extends to his commercial customers a greater or extended warranty coverage, the Government shall receive corresponding warranty benefits.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
ANTI-KICKBACK PROCEDURES	JUL 2005	52.203-7
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997	52.203-8
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS		

DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005	52.209-6
AUDIT AND RECORDS - NEGOTIATION	JUN 1999	52.215-2
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL 2005	52.222-4
DAVIS-BACON ACT	JUL 2005	52.222-6
WITHHOLDING OF FUNDS	FEB 1988	52.222-7
PAYROLLS AND BASIC RECORDS	FEB 1988	52.222-8
APPRENTICES AND TRAINEES	JUL 2005	52.222-9
COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988	52.222-10
SUBCONTRACTS (LABOR STANDARDS)	JUL 2005	52.222-11
CONTRACT TERMINATION - DEBARMENT	FEB 1988	52.222-12
COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988	52.222-13
DISPUTES CONCERNING LABOR STANDARDS	FEB 1988	52.222-14
CERTIFICATION OF ELIGIBILITY	FEB 1988	52.222-15
PROHIBITION OF SEGREGATED FACILITIES	FEB 1999	52.222-21
PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB 1999	52.222.22
EQUAL OPPORTUNITY	APR 2002	52.222-26
AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999	52.222-27
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS ON THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222.37
COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001	52.222-38
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
PATENT INDEMNITY- CONSTRUCTION CONTRACTS	APR 1984	52.227-4
ADDITIONAL BOND SECURITY	OCT 1997	52.228-2
IRREVOCABLE LETTER OF CREDIT	DEC 1999	52.228-14
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
DIFFERING SITE CONDITIONS	APR 1984	52.236-2
SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984	52.236-3
SUPERINTENDENCE BY THE CONTRACTOR	APR 1984	52.236-6
PERMITS AND RESPONSIBILITIES	NOV 1991	52.236-7
OTHER CONTRACTS	APR 1984	52.236-8
USE AND POSSESSION PRIOR TO COMPLETION	APR 1984	52.236-11
ACCIDENT PREVENTION	NOV 1991	52.236-13
PRE-CONSTRUCTION CONFERENCE	FEB 1995	52.236-26
BANKRUPTCY	JUL 1995	52.242.13
GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	MAY 2004	52.245-2

INSPECTION OF CONSTRUCTION	AUG 1996	52.246-12
WARRANTY OF CONSTRUCTION	MAR 1994	52.246-21
VALUE ENGINEERING - CONSTRUCTION	FEB 2000	52.248-3
ALTERNATE I	APR 1984	
TERMINATION FOR CONVENIENCE OF THE		
GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
ALTERNATE I	SEP 1996	
DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984	52.249-10

(End of clause)

END OF GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS

TABLE OF CONTENTS

AOC52.201-1	CONTRACTING OFFICER’S AUTHORITY
AOC52.201-2	CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)
FAR 52.211-12	LIQUIDATED DAMAGES
FAR 52.211-13	TIME EXTENSIONS
AOC52.211-5	COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK
AOC52.222-2	SUPPLEMENTAL WAGE DETERMINATION/RATE REQUEST
AOC52.223-5	SPECIAL SECURITY REQUIREMENTS
AOC52.223-6	SPECIAL SECURITY REQUIREMENTS - U.S. SUPREME COURT
AOC52.223-8	DELIVERY VEHICLE INSPECTION REQUIREMENTS
AOC52.236-11	SUBMITTALS

SUPPLEMENTARY CONDITIONS

AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAR 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

FAR 52.211-12 LIQUIDATED DAMAGES (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **(\$160.00)** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

FAR 52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates

for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

AOC52.211-5 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK
(SEP 2004)

(a) All work to be performed under this contract shall be completed within 365 calendar days after the date of contract award, and an additional 365 days for completion of Option item 0002. No work under this contract shall be performed on Saturdays, Sundays or Federal holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, except with prior approval of the Contracting Officer.

(b) Time for completion of the contract work will be adjusted only in accordance with applicable clauses in the GENERAL CONDITIONS (e.g., "Differing Site Conditions", "Changes", "Changes - Supplement", "Suspension of Work").

(End of clause)

AOC52.222-2 SUPPLEMENTAL WAGE DETERMINATION/RATE REQUEST (SEP 2004)

(a) The wage determination or rate, hereby incorporated, does not include the classification, Elevator Mechanics. The Contracting Officer submitted a request for a wage determination or rate to the U.S. Department of Labor, for a decision pertinent to the wage determination or rate applicable to the class of employee utilized in the work herein specified. As of the date of issue of this solicitation, such wage determination or rate has not been received by the Contracting Officer. Upon receipt, a copy of the Department of Labor's action will be forwarded to the contractor by the Contracting Officer.

(b) In the event that a wage determination or rate is not forthcoming from the Department of Labor prior to the opening of offers, each offeror agrees, by signing and submitting its offer, to be bound to compliance with the pertinent wage determination or rate of the Department of Labor, as eventually promulgated.

(c) If the action from Department of Labor results in a modification that is an increase to the wage and fringe benefit payments but shall not otherwise include any amount for general and administrative costs, overhead, or profit. The contractor also warrants that the price in this contract does not include any allowance for contingency to cover increased costs for which the adjustment is provided under a modification. In addition, the contractor shall provide, upon request, to the Contracting Officer the originals of any documentation the contractor used when preparing the proposal which will be utilized by the Contracting Officer to ensure that the payment of the adjustment will be for only those hours indicated under the specified category.

(End of clause)

AOC52.223-5 SPECIAL SECURITY REQUIREMENTS - SERVICES (MAR 2006)

- (a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" for instructions prior to delivery.
- (b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.
- (c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.
- (d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.
- (e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.
- (f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) **at all times** during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation, will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.
- (g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the

employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(h) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through a magnetometer. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(i) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(j) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.

(End of clause)

AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (MAR 2006)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS)*. All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (i) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) *4700 Shepherd Parkway SW inspection facility.* All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington DC 20032.

(End of clause)

AOC52.236-11 SUBMITTALS (JUN 2004)

(a) The Contractor shall deliver all required submittals within the times specified elsewhere in this contract. Unless specifically stated otherwise, four (4) sets of each item shall be delivered by the contractor to the Contracting Officer's Technical Representative. An in-depth description of these submittals can be found in the appropriate technical sections of the specification. Any Schedule of Work prepared shall reflect delivery of these items. Failure to provide timely delivery of these submittals may be considered to be grounds for termination for default.

(b) The Government will review the submittals and either approve them as submitted, or mark required changes on them. If changes are required, the Contractor shall deliver revised submittals for approval by the Government which incorporate all of the required changes within two weeks after receipt by the Contractor of the marked-up submittals.

(End of clause)

END OF SUPPLEMENTARY CONDITIONS

**REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS**

TABLE OF CONTENTS

FAR 52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
FAR 52.204-3	TAXPAYER IDENTIFICATION
AOC52.204-2	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AOC52.204-3	REPRESENTATIONS AND CERTIFICATIONS
AOC52.215-8	AUTHORIZED NEGOTIATORS

**REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS**

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.* "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization.*

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____

(f) *Common Parent.*

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number:_____.

(End of provision)

AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

_____ <u>Name</u>	_____ <u>Title</u>
_____ <u>Telephone:</u>	_____ <u>E-Mail:</u>

_____ <u>Name</u>	_____ <u>Title</u>
----------------------	-----------------------

Telephone: _____

E-Mail: _____

Name _____

Title _____

Telephone: _____

E-Mail: _____

(End of provision)

END OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS

SOLICITATION CONDITIONS

TABLE OF CONTENTS

FAR 52.211-6	BRAND NAME OR EQUAL
AOC52.215-1	INSTRUCTIONS TO OFFERORS
AOC52.215-2	INTERPRETATIONS AND AMENDMENTS
AOC52.215-3	RESTRICTION ON DISCLOSURE AND USE OF DATA
AOC52.215-7	PREPARATION OF PROPOSALS - CONSTRUCTION
AOC52.215-9	FAILURE TO SUBMIT OFFER
FAR 52.216-1	TYPE OF CONTRACT
AOC52.217-1	EVALUATION OF OPTIONS
FAR 52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS
AOC52.228-1	OFFER GUARANTEE
AOC52.236-13	VISIT TO THE SITE OF THE WORK - CONSTRUCTION

SOLICITATION CONDITIONS

FAR 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonable available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

AOC52.215-1 INSTRUCTIONS TO OFFERORS (FEB 2005)

(a) *Definitions.* As used in this provision --

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before

award. "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) *Packaging, transmission, and tracking of proposals.* (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled "SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)", enclose the completed Schedule page, Bid Guarantee, if required, and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: (Ryan Kirkwood), Room H2-263 Bid Room, Second and "D" Streets, S.W., Washington, DC 20515. Offeror shall place the OF-17, Offer Label, on the exterior of the package on the same side as the address, or write "Bid Documents Enclosed", "H2-263 Bid Room", and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. **See "Notice for Delivery" on the front of the solicitation.**

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed "Solicitation, Offer and Award" form as well as a copy of the FEDEX or UPS receipt to (Ryan Kirkwood) to (202) 225-3221 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. **OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL.** See notice attached to this solicitation for special instructions.

(d) *Submission, modification, revision, and withdrawal of proposals.* (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due. For the purposes of determining timeliness, the designated Government office is defined as the Pitney Bowes Management Services Capitol Heights Mail Facility at 9140 East Hampton Drive, Capitol Heights, Maryland 20743.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government’s control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

AOC52.215-2 INTERPRETATIONS AND AMENDMENTS (JUN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to rkirkwood@auc.gov or via facsimile to (202) 225-3221.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

AOC52.215-3 RESTRICTION ON DISCLOSURE AND USE OF DATA (JUN 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

- (a) Mark the title page with the following legend:
“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)”;
- (b) Mark each sheet of data it wishes to restrict with the following legend:
“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

(End of provision)

AOC52.215-7 PREPARATION OF PROPOSALS - CONSTRUCTION (JUN 2004)

- (a) Offers shall be submitted, in the quantities as stated elsewhere in this solicitation, on the accompanying printed form entitled, “SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)” and copies thereof, with blank spaces suitably filled in. Erasures or other changes on any or all submissions shall be initialed by the signer of the offer.
- (b) Copies of the offer shall be identical and each copy shall give the full business address of the offeror, and be signed by him (see Block 20B of the form entitled, “SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)”) with his usual signature. Offer by partnerships shall furnish the full names of all partners, and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Offers by corporations shall be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature. An offer by a person who affixes to his signature the word “president”, “Secretary”, “agent”, or other designation, without disclosing his principal, may be held to be the offer of the individual signing. When requested by the Government, satisfactory evidence of the authority of the offer signing in behalf of the corporation shall be furnished.
- (c) A firm fixed-price shall be entered by each offeror on the Schedule page for each line item (line item pricing, options, and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each

offeror information regarding the breakdown of all costs that are included in the lump sum price (Line Item 1 and 2), to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent.

(b) The Price Proposal shall be submitted with the following required documents in the order shown below:

- (1) "SOLICITATION, OFFER, AND AWARD" form (original signature required in Block 20B);
- (2) The "SCHEDULE" page;
- (3) the "REPRESENTATIONS AND CERTIFICATIONS"; and
- (4) the "BID GUARANTEE". ;

(End of provision)

AOC52.215-9 FAILURE TO SUBMIT OFFER (JUN 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name **will** be removed from the applicable mailing list.

(End of provision)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

AOC52.217-1 EVALUATION OF OPTIONS (NOV 2003)

Except when it is determined not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for the selected options which include Line Item [0002]; to the total price which includes the lump sum price, the line item pricing and the unit pricing. The estimated quantities given under the unit prices are for informational purposes only to provide the Government a price for evaluation purposes. Evaluation of options will not obligate the Government to exercise the options.

(End of provision)

(a) *Definitions.* “Construction material”, “domestic construction material”, and “foreign construction material”, as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act - Construction Materials (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination of inapplicability of the Buy American Act should submit the request to the Contracting officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer or has not received a response to a previous request, the offeror shall include the information and supporting data on the offeror.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If the evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable costs.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror may also submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

- (ii) May be accepted if revised during negotiations.

(End of provision)

AOC52.228-1 OFFER GUARANTEE (JUN 2004)

- (a) Failure to furnish an Offer Guarantee in the required form and amount, with and as a part of the proposal, will be cause for rejection of the proposal.
- (b) The offeror shall furnish an Offer Guarantee of not less than 20% of the proposed price in the form of a firm commitment consisting of a Bid Bond, Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Postal Money Order made payable to the Architect of the Capitol, or, under Treasury Department Regulations, certain bonds or notes of the United States. The Contracting Officer will return Offer Guarantees, other than Bid Bonds, (1) to unsuccessful offerors as soon as practicable after evaluation of the proposals; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(End of provision)

AOC52.236-13 VISIT TO THE SITE OF THE WORK - CONSTRUCTION (JUN 2004)

- (a) It is strongly recommended that all prospective offerors visit the site where the work is to be performed, compare the work requirements with existing conditions, verify dimensions, if necessary, and fully inform themselves regarding the nature and scope of the proposed work and the conditions under which it will be conducted. Offerors shall also inform themselves regarding other work, if any, being done or to be done by or for the United States government, the District of Columbia government and utility companies, by contract or otherwise, where such work may affect or be affected by the operations under the contract. Failure to take these precautions will in no way relieve the successful offeror from his obligation to furnish all materials, services, labor, and any other requirements necessary to complete the work satisfactorily under the conditions established by the contract documents and without additional expense to the Government.
- (b) A pre-proposal meeting will be conducted at the security screening trailer at the corner of First St, NE and East Capitol St, Washington, D.C. for all prospective offerors on June 09 2006 at 9:00am, local time. All participants will need to provide their full name, date of birth, and, social security number to Ryan Kirkwood Email: rkirkwood@aoc.gov FAX: (866) 837-6609 72 hours before the site walk. Site walk participants are advised that they will need to wear long pants and hard soled shoes (no skirts or sandals), and bring an ID with them.
- (c) The Architect will conduct one field inspection of the work immediately following the pre-proposal meeting. Those intending to participate shall meet at the address above. Information concerning the meeting may be obtained by telephoning (Ryan Kirkwood) at (202) 226-1947.

(d) Offerors are encouraged to submit all questions in writing at least five (5) working days prior to the conference to rkirkwood@aoe.gov. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at any site visit, the pre-proposal conference or field inspection, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting a offer.

(End of provision)

END OF SOLICITATION CONDITIONS

VOLUME I I

TECHNICAL

PART 1 - GENERAL**1.1 DRAWING TITLES:**

- (a) The drawings entitled "VISITOR CENTER EAST FRONT PLANTINGS" prepared by Alan M. Hantman, FAIA, Architect of the Capitol, dated 02/14/2006, as listed below from a part of the Contract Documents.
- (b) The Contractor shall not scale the drawings but shall verify drawing dimensions and take additionally required dimensions at the site.
- (c) The Contractor will be furnished, free of charge, not more than six (6) sets of the contract drawings.

PART 2 - DRAWINGS LIST**2.1 GENERAL**

Number	Title
G001	COVER SHEET

2.2 LANDSCAPE

Number	Title
L001	PLANTING PLAN KEY PLAN
L101	PLANTING PLAN SEGMENT A
L102	PLANTING PLAN SEGMENT B
L103	PLANTING PLAN SEGMENT C
L104	PLANTING PLAN SEGMENT D
L105	PLANTING PLAN SEGMENT E
L106	PLANTING PLAN SEGMENT F
L501	PLANTING PLAN DETAILS AND PLANT SCHEDULE

SECTION 01000 – GENERAL REQUIREMENTS**PART 1 - GENERAL****1.1 DESCRIPTION OF REQUIREMENTS**

- A. **General Requirements:** The provisions or requirements of Division One apply to the entire work of the Contract and, where so indicated, to other elements which are included in project, and include, but are not limited to the following:

1. Summary of the Work
2. Project Coordination
3. Definitions and Standards
4. Schedules and Reports
5. Submittals
6. Temporary Facilities and Controls
7. Products
8. Project Closeout

1.2 SUMMARY OF THE WORK

A. **Project Identification:**

1. General: Project name is East Front Plantings, Washington, D.C., as shown on Contract Documents prepared by the Architect of the Capitol (AOC). Drawings and specifications are dated 14 February 2006.
2. Summary by Reference: Work of the Contract can be summarized by references to the SCHEDULE, GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, Official Procedure for Making Changes in Contracts, Specification Sections, Drawings, Amendments and Modifications to the contract documents issued subsequent to the initial printing of this Project Manual and including, but not necessarily limited to, printed material referenced by any of these.
3. Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:
 - a. This work includes the installation of understory and ground cover plant material on the east side of the United States Capitol Building. The plant material will be installed within the tree protection zones established during the construction of the United States Capitol Visitor Center. Coordination with and direction from the United States Capitol Visitor Center Contract Arborist will be required in order to ensure that none of the trees protected during the construction of the United States Capitol Visitor Center will be damaged during the execution of this work. All of the tree protection policies outlined in the United States Capitol Visitor Center Tree Preservation Contract Documents are hereby referenced into this work and will be enforced during the execution during this work.

- b. The United States Capitol Visitor Center contractor will perform and install all of the necessary site grading, drainage, and irrigation work. None of this work is required in this contract.
 - c. Fine grading on new planting areas is required as part of this work.
 - d. All lawn areas damaged during the implementation of this work will be re-sodded as part of this work.
4. **Informational Drawings:** Drawings indicated as "For Information Only" are included for convenience with the Contract Documents and are NOT Contract Documents. These drawings contain information requested by the AOC for the use by the Architect and other consultants to the AOC. The Contractor is expected to independently verify all information shown and provide their own surveys, testing, and verification of conditions shown therein.
5. **Use of the Contract Documents:** The Contract Documents are comprised of the Drawings, the Specifications, the Amendments, the Contract, approved Changes and other directives. These documents are not to be used separately for bid or construction as they represent the entirety of the project. The Contractor is responsible for insuring that the documents are used together.
6. **Option Plan:** There is one option in this Contract as shown on the drawings. The option will be awarded based on the availability of funds. Option work will not begin until interior work is completed on the Capitol Visitor's Center. All specifications in this contract apply to both, Base Bid and Option work.

B. Contractor Use of Premises:

1. **General:** The Contractor shall limit their use of the premises to the work indicated, so as to allow for the Government's occupancy and use by the public.
2. **Contractor Use of the Existing Building:** During the construction period the site and the building will be occupied by Members of Congress, other Government employees and the general public. Maintain the existing buildings, utility systems and structures, hardscape features, and irrigation lines and heads in a safe and weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. Cooperate fully with the Architect or their representative during construction operations to minimize conflicts and to facilitate Government usage.
 - a. **Clear Passage:** Keep public areas such as sidewalks and roadways free from accumulation of waste material, rubbish or construction debris.
 - b. **Smoking or open fires** will not be permitted within the building enclosure or on the premises.
3. **Limitations on Use of the Site:** Limitations on site usage as well as specific requirements that impact site utilization are indicated on the Drawings and by other Contract Documents. Portions of the site beyond areas on which work is indicated are not to be disturbed. In addition to these limitations and requirements, administer allocation of available space among entities needing both access and space so as to produce the best

- overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
- a. Unless designated for sole Contractor use, keep existing driveways and entrances serving the premises clear and available to the Government and its employees at all times. Do not permit trucks of any kind to use existing sidewalks without prior authorization of the Architect.
 - b. Maintain driveways between and around combustible material storage piles at least 15'-feet wide and free of accumulation of rubbish, equipment and materials. Maintain access for fire fighting equipment.
 - c. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain and pay for such storage off-site.
 - d. Provide 24 hour / seven day access to the building by emergency vehicles and firefighting equipment.
 - e. Work may stop at the request of the Capitol Police, or others, for VIP visits. Contractor must leave area as directed with no back cost to the Architect of the Capitol.
4. Construction Parking Control: Parking space for personal vehicles is not available on the site. Obtain approval of Architect for parking of construction motor vehicles or other equipment on the site.
- D. **Government Occupancy:** The Government reserves the right to place and install equipment as necessary in completed areas of the building and to occupy such areas prior to final acceptance, provided that such occupancy does not substantially interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the work or any part of the work.
- E. **Protection of Government Property:** The Contractor is expected to take all reasonable precautions to protect U.S. Government Property. In the event of damage to or theft of Government Property, the Contractor will be held fully responsible for their own personnel, their subcontractor's personnel and their actions.
- F. **Blasting:** The use of any kind or type of explosive in the performance of the work is prohibited, except the use of construction tools actuated by or employing powder-actuated charges which shall be permitted, provided that the tool is of the kind and design ordinarily used for such construction and that the Architect has authorized its use after determining that its use will not endanger human life or safety.
- G. **Mechanical/Electrical Requirements of General Work:** Except as otherwise indicated, comply with applicable provisions of The National Electrical Code (NEC) and standards by National Electrical Manufacturer's Association (NEMA) for electrical components of general work. Where applicable, provide products listed and labeled by nationally recognized independent testing and labeling organizations.
- H. **Work Hours:** Contractor's work hours shall be: Weekdays 7:00 am – 6:00 pm; Saturdays 7:00 am – 6:00 pm.

1.3 PROJECT COORDINATION

- A. **Coordination and Meetings:** Prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.
1. Continuously coordinate the work of subcontractors to ensure proper processing and progress of the work. Require each subcontractor to examine work of other trades and all sections of specifications to assure satisfactory installation of, and connection between, their work and work of other trades.
 - a. Provide other parties, to the extent their work is affected by this work, all information necessary for the proper execution of their work. Arrange and conduct work so that other parties may complete their work at the site according to schedule. All work under this contract shall be carefully coordinated with work under other such contracts.
 2. The Contractor shall maintain a complete set of Contract Documents on the site during the execution of this contract. All Drawings and Specifications shall be posted with the latest information and Changes.
- B. **Surveys and Records/Reports:** Working from lines and levels established by the property survey, establish and maintain benchmarks and other dependable markers. Establish benchmarks and markers to set lines and levels for work at each story of construction and elsewhere as needed to properly locate each element of the project. Calculate and measure required dimensions as shown within recognized tolerances. Drawings shall not be scaled to determine dimensions. Advise entities performing work of marked lines and levels provided for their use. Advise Architect promptly upon detection of deviations that exceed indicated tolerances.
- C. **General Installation Provisions:**
1. **Pre-Installation Meetings:** Hold a pre-installation meeting at the project site well before installation of each unit of work that requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that unit of work, and with its coordination or integration with other work that has preceded or will follow, shall attend this meeting. Advise Architect of scheduled meeting dates.
 2. **Installer's Inspection of Conditions:** Require the Installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the

Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3. **Manufacturer's Instructions:** Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.
4. **Mounting Heights:** Where mounting heights are not indicated, mount individual units of work at industry recognized standard mounting heights for the particular application indicated. Refer questionable mounting height choices to the Architect for final decision.
 - a. Mount units of work required to be accessible to handicapped people at heights prescribed by the Uniform Federal Accessibility Standards as referenced by the Americans with Disabilities Act (ADA) (Fed. Reg./Vol. 56, No. 144/Part 36).

D. Cleaning and Protection: During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of completion.

1. Clean and perform maintenance on installed work as frequently as necessary through remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
2. **Limiting Exposures of Work:** To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period.
 - a. Protect against possible damage all sills, jambs and soffits of permanent openings used as passageways or through which materials are handled. Protect exposed corners, spandrels, projecting features and similar permanent work subject to damage. Cover and protect all pre-finished work from damage by mortar, plaster, gypsum drywall compounds, paint, and other construction materials and operations. Use wheelbarrows equipped with rubber tires over permanently exposed floors and paving. Provide special protection for works of art, as prescribed in the Contract Documents.
3. Load all trucks leaving the site with earthen materials or loose debris in a manner that will prevent dropping of materials on streets. Fasten suitable tarpaulins over the load before they enter surrounding paved streets. Trucks bringing earthen materials over paved streets to the site shall be similarly covered.
4. Clean sidewalks and streets adjacent to site daily or more often as necessary, of debris spillage or mud/dirt tracked from loading and trucking involved in construction operations. Maintain suitable truck wheel washing installation and crew to prevent any mud from being carried onto adjacent paved streets. Conform to local regulations regarding load limits.

- E. **Construction, finishes, equipment** and other items that are damaged or defaced by reason of work performed under this contract shall be restored to the satisfaction of the Architect.
- F. **Conservation and Salvage:** It is a requirement for supervision and administration of the work that construction operations be carried out with the maximum possible consideration given to the conservation of energy, water and materials. In addition, maximum consideration shall be given to salvaging materials and equipment involved in performance of the work but not incorporated therein. Refer to other sections for required disposition of salvage materials that are the Government's property.
 - 1. Architect Notification: To allow time for the Architect to observe the construction, provide a minimum of 48 hours notice of excavation work, completion of steel reinforcing, pouring of concrete, paving operations, utility work, trenching, tree removal or replacement, commencements of next phase of work, and other tasks to be identified by the Architect.
 - 2. Archaeological Rights: There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Architect immediately; subsequent excavation work shall proceed as directed by the Architect. All items found which are considered to have archaeological significance are the property of the Government.

1.4 DEFINITIONS AND STANDARDS

- A. **General:** Comply with governing regulations and the codes and standards imposed upon the work. These requirements include the obtaining of permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.
- B. **Definitions:** A substantial amount of specification language consists of definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon). Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the work to the extent that they are not stated more explicitly in another element of the contract documents.
 - 1. Installer: The term "installer" is defined as the entity (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.
 - 2. Testing Laboratory: The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.
 - 3. Indicated: The term "indicated" is a cross-reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as

- "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.
4. **Furnish:** Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
 5. **Install:** Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, planting, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.
 6. **Provide:** Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
 7. **Exposed:** The term "exposed" is defined as an item or surface, exterior or interior, which can be seen by a person outside the building or a person inside a usable space within the building during normal activity.
 - a. Mechanical and electrical rooms, air handling rooms, storage rooms and penthouses shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them.
 - b. The interiors of closets and alcoves shall be considered exposed surfaces, and shall be finished to match the finish of the adjoining room or space, unless another finish is otherwise indicated.
 - c. The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or required by other sections.
 8. **Concealed:** The term "concealed" is defined as an item or space not normally seen, occupied or used by building occupants or staff, such as shafts, hoist ways, tunnels, ceiling plenums, attics, and crawls spaces.
 9. **Finished Space:** The term "finished space" is defined as space normally used by the public, building occupants or staff for primary functions of the building, but does not include mechanical, electrical and elevator equipment rooms, hoist ways, tunnels or mechanical penthouses, unless otherwise indicated.
 10. **Specialist:** The term "specialist" is defined as an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.
- C. **Format and Specification Content Explanations:** Bolding and underscoring: Are used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where bolding and underscoring are used. Imperative language is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the Contractor. For clarity of

reading at certain locations, contrasting subjective language is used to describe responsibilities that must be fulfilled indirectly by Contractor, or when so noted, by others.

1. **Abbreviations:** The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with titles of general standards that are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.
2. **Minimum Quality/Quantity:** In every instance, the quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may surpass the quality of that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimum or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to the Architect for decision before proceeding.

D. Overlapping and Conflicting Requirements: Where there appears to be overlapping or conflicting requirements in the drawings and specifications, refer all such questions in writing to the Architect for interpretation. Do not proceed with that portion of the work that is under question until the Architect has replied in writing. Delays necessitated by requests for interpretation shall not form the basis for a Change to the contract. The Architect's interpretation and decision shall be final. Procedures for resolving disagreements with the decision of the Architect are outlined in the General Conditions of the Contract. The order of precedence is established as follows:

1. **Order of Precedence:** Any inconsistency in this solicitation or Contract shall be resolved by giving precedence in the following order:
 - a. The Schedule (excluding the specifications)
 - b. Representations and other instructions
 - c. Contract clauses
 - d. The Specifications
 - e. The Drawings, large-scale drawings take precedence over small-scale drawings.
2. **Industry Standards:** Where compliance with two (2) or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language

written into contract documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.

3. **Contractor's Options:** Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, Options are intended to be the Contractor's regardless of whether or not it is specifically indicated as such.
- E. **Drawing Symbols:** Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., Ninth edition.
- F. **Industry Standards:** Except to the extent that more explicit or more stringent requirements are written directly into contract documents, applicable standards of the construction industry have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies were bound herein, subject to the order of precedence previously stated.
1. **Publication Dates:** Except as otherwise indicated, where compliance with an industry standard is required, conform to the standard in effect on the date of the Invitation for Bids, or, if referred to in any Amendments, at the date of such Amendments.
 2. **Abbreviations and Names:** The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of the date of contract documents:

AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
ANLA	American Nurserymen's and Landscape Association www.anla.org	(202) 789-2900
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
ASLA	American Society of Landscape Architects www.asla.org	(202) 898-2444
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
LCA	Landscape Contractors Association / Md-DC-Va www.lcamddcva.org	(301) 948-
UL	Underwriters Laboratories Inc. (800)704-4050 www.ul.com	(847) 272-8800

0810

G. Federal Government Agencies: Names and titles of federal government Standard- or Specification-producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of Standard- or Specification-producing agencies of the federal government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.

CFR	Code of Federal Regulations Available from Government Printing Office www.access.gpo.gov/nara/cfr	(888) 293-6498 (202) 512-1530
EPA	Environmental Protection Agency www.epa.gov	(800) 438-2474
FS	Federal Specification Available from Defense Automated Printing Service www.astimage.daps.dla.mil/online	(215) 697-6257
GSA	Available from General Services Administration www.fss.gsa.gov/pub/fed-specs.cfm	(202) 619-8925
NIBS	Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800
OSHA	Occupational Safety and Health Administration www.osha.gov	(800) 321-6742

H. District of Columbia Government Agencies: Names and titles of local government Standard- or Specification-producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of Standard- or Specification-producing agencies of the DC government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.

DC-EHA	Environmental Health Administration Department of Health Government of the District of Columbia 51 N Street. N.E, Room 5030-B Washington, DC 20002 dchealth.dc.gov	(202) 535-2500
DDOT	District Department of Transportation 2000 14th Street, NW, 6th Floor Washington, DC 20009 ddot.dc.gov	(202) 673-6813

WASA District of Columbia Water and Sewer Authority (202) 787-2427
5000 Overlook Avenue, S. W.
Washington, DC 20032
www.dcwasa.com

1.5 SCHEDULES & REPORTS

- A. **Coordination:** Coordinate both the listing and timing of reports and other activities required by provisions of this and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to all parties involved in the work including the Architect.
- B. **Material Schedule:** Prior to commencing work, submit for approval the names of manufacturers and the trade names or numbers of all materials proposed for use on the project. Do not use any material until approved by the Architect. Upon request, furnish samples of materials, without cost to the Government, for examination and testing. No plant substitutions without prior approval by the Architect.
1. Submit 3 copies of the product-listing schedule prior to commencement of the Work. Provide a written explanation for omissions of data, and for known variations from contract requirements.
- C. **Schedule of Values:** Within thirty (30) calendar days of the date of contract award a Schedule of Values shall be submitted. This schedule is defined as a work item by work item breakdown of cost of each definitive work activity including Contractor's markup. The Schedule of Values shall directly correlate with the Phases of Work indicated on the approved Progress Schedule specified below.
1. The Grand Total of all of the Schedules shall equal Contractor's original bid.
 2. The proper updating of both the Schedule of Values and the Record Drawings shall be considered precedent to approval of Partial Payments.
- D. **Shop Drawing Submittal Schedule:** Within thirty (30) calendar days of the date of contract award, a Shop Drawing Submittal Schedule shall be submitted. The schedule shall indicate at a minimum, all shop drawing submittals to be made, their contents, each specification section the submittal is drawn from, the date on which it will be submitted, the expected return dates, and the subcontractor responsible for creating the submittal. The submittal will be reviewed by the Architect as the first shop drawing submittal and comments made must be acknowledged and employed in the resubmission prior to the submittal of any other shop drawing. Do not "Load" the schedule.
- E. **Fully-Developed Progress Schedule:** Within 60 days of the date of contract award, the Contractor shall prepare and submit for approval a comprehensive bar-chart type progress schedule indicating, by stage-coded symbols, a time bar for each major category or unit of work to be performed at the site; include minor elements of work which are, nevertheless, involved in overall sequencing of the work. Arrange the schedule to show how final acceptance is scheduled to allow for the Architect's procedure for certification of final

acceptance. Prepare the schedule on sheets of stable transparency, or other reproducible material, to permit reproduction for the required distribution.

1. **Cost Correlation:** Immediately below the date line at the heading of the bar-chart, provide a two item cost correlation line, indicating both "pre-calculated" and "actual" costs. This cost correlation line shall show dollar-volume of work performed as of the same dates used for preparation of partial payment requests. Refer to GENERAL CONDITIONS for cost reporting and payment procedures. In so far as it is practical to do so, use the same units of work in the progress schedule as indicated in the "schedule of values" required by the GENERAL CONDITIONS and further specified above.
2. **Schedule Updating:** Following its initial approval, the project schedule shall be updated monthly for the purpose of recording and monitoring progress of the Work and establishing the values of progress payments. If the Work falls behind schedule, revise schedule and describe action to be taken to insure that work will be completed within the Contract time. Any adjustment to the Contract Time shall be made in accordance with the GENERAL CONDITIONS. For each schedule update, prepare a narrative report which shall include a description of all activities completed during the preceding month, description of progress made and planned activities listed as started but not completed on the updated Progress Schedule, and a written description and justification of any proposed revision to the logic sequence.
 - a. **Contractor Revisions:** The Contractor may also request revisions to the logic sequence and schedule of the Progress Schedule in the event that his planning for the project is revised. If revisions to the approved Progress Schedule are desired, the Architect shall be notified in writing for their approval, stating reasons for proposed revision. If the Architect considers such proposed revisions to be of a major nature, they may require the Contractor to revise and resubmit for approval, without additional cost to the Government, all or the affected portion of the schedule to indicate the effect on the entire project. Provide two weeks notice to the Architect, in writing, prior to submitting any Contractor proposed revisions not discussed in a previous Progress Meeting.
 - b. **Architect Revisions:** Architect-directed revisions to the Progress Schedule will be forwarded to the Contractor with a ten (10) calendar day Contractor response period. The Contractor shall either assent to the proposed change or state reasons for not implementing the proposed revision.
 - c. **Progress Updates:** Revisions to the Progress Schedule made to reflect actual work progress to date are not revisions to logic sequence and schedule. In disagreements concerning actual progress recorded to date, the Architect's determination shall govern.
3. **Distribution:** Following the initial submittal to and response by the Architect, print and distribute progress schedules to the Architect (3 copies), separate contractors, the principal subcontractors and suppliers or fabricators, and others with a need-to-know schedule-compliance requirement. When revisions are made, distribute updated issues to the appropriate entities.

- F. **Progress Meetings and Documentation:** In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, hold a general progress meeting each month with time coordinated with preparation of the partial payment request. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting. Discuss status of each element of current work in relation to Progress Schedule. Determine how behind-schedule work will be expedited and secure commitments from entities involved in doing so to ensure that work will be completed within Contract Time.
1. Initial Progress Meeting: Schedule initial progress meeting, recognized as "Pre-Construction Meeting", for a date not more than 15 days after date of commencement of the Work. Use it as an organizational meeting, and review responsibilities and personnel assignments.
 2. Daily Reports: Prepare a daily report, recording information concerning events at the site; and submit duplicate copies to Architect on at least weekly intervals.
- G. **Permits, Licenses, and Certificates:** For the Government's records, submit copies of all applicable utility permits, licenses, certifications, utility inspection reports, releases, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.6 SUBMITTALS

- A. **General:** Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents. The Contractor is responsible for all dimensions, for the design of adequate or proper components, connections and other items, for the inclusion in the work of all elements and incidental details, and for the satisfactory fabrication, construction, operation and coordination of the work.
1. Approval of any submission shall not be construed as a complete or precise check of the item submitted but will only indicate that the general methods of design, detailing, construction or other elements under consideration appear to be satisfactory, without specific determinations or particulars.
 2. Changes to the Contract will not be made by notations on submittals. In the event submittals returned by the Architect with notations, which in the opinion of the Contractor, constitute additional work for which they are entitled to an adjustment in the contract sum or the contract time, the Contractor shall comply with the procedure set forth in Article, "Changes," of the GENERAL CONDITIONS.
 3. Do not permit submittal copies without an appropriate final "Action" marking by the Architect to be used in connection with the work.
 4. Submissions of "Approved Equals:" In addition to standard submittal requirements, for each item submitted as an "approved equal" submit the following:
 - a. Comparison of proposed approved equal's characteristics with the salient characteristics of the specified product demonstrating that the proposed approved equal fully meets or exceeds the specifications,

- b. Drawings and samples as required for specified products,
 - c. Any changes required in other elements (if any) because of the submission of the proposed approved equal, and
 - d. A listing of sources of supply, maintenance service (if applicable), and replacement parts.
- B. Submittal Procedures:** Make all submittals to the Architect or to an individual designated by the Architect.
- 1. Only the Architect or an individual designated by the Architect can approve or disapprove submittals. Deviations and variations from the contract requirements contained in the submittal can be approved only by the Architect or by an individual delegated such authority by the Architect.
 - 2. Costs associated with transmittal of submittals shall be borne by the Contractor.
 - 3. Review Time: Except as specified elsewhere, allow for a review period of thirty (30) calendar days after receipt of the submittals by the Architect. Advise the Architect on each submittal, as to whether processing time is critical to the progress of the work, and if work would be expedited if processing time could be shortened. No extension of time will be authorized because of the Contractor's failure to transmit submittals or re-submittals to the Architect sufficiently in advance of the work. For submittals of items requiring coordination between different trades or subcontractors, review time period starts from the time that all required submittals have been received by the Architect and ends when submittal leaves the Architect. The Contractor is required to coordinate all work involving associated sub-trades and produce coordinated drawings for submittal where required by individual specification sections or as required below.
 - 4. Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, supplier, manufacturer, submittal name and similar information to distinguish it from other submittals. Label as to number and title of specification section, drawing number and detail references, as appropriate. Show Contractor's executed review and approval marking and provide space of not less than 20 square inches for the Architect's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals that are received from sources other than through the Contractor's office will be returned without action.
 - 5. Number of Copies: Submit a minimum of four (4) copies of each submittal requested.
- C. Specific Submittal Requirements:** Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements specified herein for each type of transmittal.
- 1. Product Data: Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar

products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.

- a. Submittals: Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned by the Architect, marked with an action that indicates an observed non-compliance.

- 1) Initial Submittal: Except as otherwise indicated, submit four (4) copies of each required product data submittal, plus two (2) additional copies where required for maintenance manuals. The Architect will retain two (2) copies and return the other marked with "Action" and corrections or modifications as required.

- 2. Shop Drawings: Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the Contract Documents on the shop drawings.

- a. Preparation: Submit newly prepared information, drawn to accurate scale on sheets not less than 8-1/2" x 11"; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 36" x 48". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block.

- 1) Do not reproduce contract documents or copy standard printed information as the basis of shop drawings.
 - 2) Use standard architectural scales for all drawings.

- b. Coordination Drawings: Prior to installation of sleeves and inserts for equipment, and/or the performance of work in spaces in which two or more trades are involved and in which the probability of interference exists as determined by either the Contractor or the Architect, submit composite coordination drawings for the Work. Show sequencing and relationship of separate units of work that must interface in a restricted manner to fit in the space provided, or function as indicated. In case interference develops, the Architect will decide which work shall be relocated, regardless of which was installed first. Coordination drawings are considered shop drawings and must be definitive in nature.

- c. Equipment and Systems: Shop Drawings for equipment and systems shall show ratings (where applicable), and how components are assembled, function together, and how they will be installed. Shop drawings, product data, certificate of conformance or compliance, certified test or inspection reports, and other submittals for equipment, systems, and their component parts shall be coordinated and submitted as a unit. Multiple or piecemeal submissions are not acceptable except where prior approval is obtained from the Architect, in which case a list of data to be submitted later shall be included with the first submission.

- d. Initial Submittal: One correctable 1-1/2 mil translucent polyester reproducible print and one blue-line or black-line; reproducible will be returned.

- e. Final Submittal: 3 prints, plus 2 additional prints where required for maintenance manuals; 2 will be retained and remainder will be returned, one of which is to be marked-up and maintained by Contractor as "Record Document."
3. Samples: Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. In addition, indicate limitations in availability, sizes, delivery time, and similar limiting characteristics.
- a. Preparation: Where possible provide samples that are physically identical with the proposed material or product to be incorporated in the work; provide full scale, fully fabricated samples cured and finished in the manner specified. Where variations in color, pattern, or texture are inherent in the material or product represented by the sample, submit not less than 3 units of the sample, which show the full range of variations. Where samples are specified for the Architect's selection of color, texture or pattern, submit a full set of available choices for the material or product. Mount, display, or package samples in the manner specified to facilitate the review of indicated qualities. Prepare samples to match the Architect's sample where so indicated.
 - b. Submittal: Submit 3 sets of samples in the final submittal, one set will be returned. If the submittal is for the Architect's selection of color, pattern, texture or similar characteristics from a manufacturer's standard range of choices, only a single set of samples is required for a preliminary submittal. The final submittal may then be limited only to those choices selected by the Architect for final incorporation into the Work.
 - c. Mock-Ups and similar samples specified in individual work sections are special types of samples. Comply with sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.
4. Miscellaneous Submittals:
- a. Inspection and Test Reports: Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.
 - b. Offsite Fabrication Facilities: Provide for scheduled visits to off site fabrication facilities by the Architect. Make all facilities, including storage areas and plant, open and accessible to review of procedures, materials used and storage and shipping methods.
 - c. Warranties: Refer to Article "Products" for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish 2 executed copies of such warranties, bonds or agreements. Provide 2 additional copies where required for maintenance manuals.

- d. **Safety Plan:** Provide a Safety Plan meeting OSHA and AOC safety Guidelines for work in hazardous environments (Areas where high voltage and large moving equipment are found).
Plan shall define number of individuals on the job site(s), their training, typical safety equipment to be used, and procedures for addressing typical hazardous conditions.
 5. **Closeout Submittals:** Refer to Article "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.
- D. Architect's Action:** Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect will review each submittal and mark with appropriate "Action." Where the submittal must be held for coordination, the Architect will so advise the Contractor without delay.
1. If no changes to the drawing are required, three (3) prints and the reproducible drawing will be returned to the Contractor, bearing the stamp of the Architect, stating - "APPROVED."
 2. If changes to the drawing are required, but are of such minor nature that fabrication and/or construction can proceed in accordance with the correction noted by the Architect without resubmission of the drawing three (3) prints and the reproducible drawing will be returned to the Contractor bearing the Stamp of the Architect stating "Approved as Noted." The Contractor shall proceed with fabrication and/or construction in accordance with the Architect's corrections, and resubmit corrected copy for the Architect's records.
 3. If changes to the drawing are required, but are of such nature that fabrication or construction cannot proceed, three (3) prints and the reproducible drawing will be returned to the Contractor, bearing the stamp of the Architect stating - "Revise and Resubmit." In such a case, the Contractor shall resubmit the drawings, properly corrected. Upon resubmission of shop drawings, if any corrections or changes are made other than those marked by the Architect, the Contractor shall clearly indicate any such corrections or changes made on their own initiative.
 4. If the product does not meet the specification requirements, the number of copies outlined above will be returned to the Contractor, bearing the stamp of the Architect stating - "REJECTED." In such a case, the Contractor shall submit a new product that complies with the technical specifications.
 5. **Other Action:** Where the submittal is returned, marked with the Architect's explanation, for special processing or other Contractor activity, or is primarily for information or record purposes, the submittal will be marked as follows:
 - a. **Not Subject to Review:** This review category will apply to submittals which are not required by the Contract Documents and are inadvertently submitted and stamped; or
 - b. **Received/No Action Required:** This category will be used when returning "Informational Submittals" for which the Architect is not required to take action.

1.7 TEMPORARY FACILITIES AND CONTROLS

- A. **Description of Requirements:** This article specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.
1. **Use Charges:** No cost or usage charges for temporary services or facilities are chargeable to the Government. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a change-order extra. All materials and equipment provided by the Contractor for temporary facilities shall remain the property of the Contractor.
 2. **Materials and Execution:** Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the Architect. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards. Do not use materials of temporary service in permanent installation.
- B. **Quality Assurance:** Comply with the requirements of the District of Columbia Building Code and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities.
1. **Standards:** Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition," and the NECA National Joint Guideline NJC-6 "Temporary Job Utilities and Services."
 - a. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", as prepared jointly by Associated General Contractors of America (AGC) and American Specialty Contractors, Inc. (ASC) for industry recommendations.
 - b. **Trade Jurisdictions:** The assigned responsibilities for the installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions applicable to the work.
 - c. Refer to Landscape Contractors Association Guidelines for all landscape work.
 2. **Inspections:** Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.
- C. **Temporary Utilities:** The Architect will designate a connection point for installation of temporary service to the project to existing service. Arrange with the Architect for an acceptable time when service can be interrupted, where necessary to make connections for temporary services.
1. **Water Service:** Water will be provided for project use by the Government at existing sources. Provide temporary piping, connections, maintenance and other work required to deliver water required for the project.

2. Temporary Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with governing regulations including safety and health codes for the type, number, location, operation and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations that will best serve the project's needs. Do not use permanent toilet fixtures during construction period.
 - a. Supply and maintain toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each facility. Provide appropriate covered waste containers for used material.
3. Temporary Fire Protection: Until fire protection needs may be fulfilled by permanent facilities, install and maintain temporary fire protection facilities of the types needed to adequately protect against reasonably predictable and controllable fire losses. Comply with applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers". Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher on each floor at or near each usable stairwell. Store combustible materials in clearly-labeled containers within recognized fire-safe locations.
 - a. Develop and supervise an overall fire prevention and first aid fire protection program for personnel at the project site.
 - b. Provide type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires.
 - c. Maintain an adequate safeguard on the site for a period of thirty (30) minutes following the cessation of welding or burning operations, including but not limited to after completion of work at end of shift, lunch breaks and temporary work.
 - d. Where temporary water outlets are available, provide hoses of sufficient length to reach construction areas. Hang hoses with a warning sign, to the effect that hoses are for fire protection purposes and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.
 - e. At the earliest feasible date in each area of the project, complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel at the site on how to use facilities that may not be self-explanatory.
4. Project Signage: No signs, other than safety signs, may be erected on the site unless specifically indicated otherwise.
5. Access Roads: To the fullest extent possible, locate temporary roads and paving for storage areas and temporary parking, in the same locations as permanent facilities for similar uses. To incorporate temporary paving provisions, review significant modifications of permanent paving requirements with the Architect for acceptance of the proposed improvements.
 - a. Provide temporary traffic control facilities at the juncture of temporary roads with public roads, including warning signs for public traffic and "STOP" signs for the

access road entrance onto public roads. Comply with requirements and recommendations of local traffic authorities.

D. Security and Protection Facilities: Provide and maintain all necessary barricades, lights, and other safeguards for the protection of Members of Congress, Government employees, Contractor's employees and the general public from injury. Protect materials and work on the site, whether incorporated in the work or not, against damage or loss from any cause.

1. Protect all electric, telephone, water, gas, sewer, steam, and other underground utility lines in sidewalks, streets or other areas, in, under or around the site, to the satisfaction of the Architect, the District of Columbia, and other authorities having jurisdiction. Prior to commencing work that may affect or disturb underground utilities, consult with the Architect.
2. Provide a reasonably neat and uniform appearance in security and protection facilities acceptable to the Architect.
3. Except for utilization of permanent fire protection facilities, as soon as available in each area, do not change over from use of temporary security and protection facilities to use of permanent facilities until near final acceptance, or for longer periods of time as requested by the Architect.
4. Barricades and Fences: Comply with recognized standards and code requirements for the erection of substantial, structurally adequate barricades where needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs to inform personnel at the site and the public, of the hazard being protected against. Provide lighting where appropriate and needed, including flashing red lights where appropriate.
 - a. When excavation or other substantial elements of the Work begin, install a general enclosure fence with suitable lockable entrance gates. Locate where indicated, or if not indicated, enclose substantially the entire site or portion thereof determined to be sufficient to accommodate the entire construction operation. Install in a manner that will prevent persons, dogs and similar animals from easily entering the site, except by way of the entrance gates when open.
 - 1) Except as otherwise indicated, provide open-mesh, chain-link fencing with posts set in a compacted mixture of gravel and earth. Provide No.11-gage galvanized chain link fabric fencing 8 feet high with galvanized barbed wire top strand and galvanized steel pipe posts, 1-1/2" I.D. for line posts, and 2-1/2" I.D. for corner posts.
5. Sidewalk Bridge and Walkway: Erect a substantial, structurally adequate protective bridge for the passage of persons along the walkway wherever the possibility exists that materials might be hoisted from the roadway, across walkway and onto site. Coordinate with project entrance gates and other facilities and obstructions. Comply with governing regulations and requests of governing authorities.

- a. Construct the sidewalk bridge using heavy scaffold or shoring type framing, waterproofed heavy wood plan-K overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well-drained walkways and similar provisions for protection and safe passage. Paint and maintain the facility in a manner acceptable to the Government.
- b. Construct the back wall to serve as the project enclosure fence. Extend the framed plywood back wall beyond the bridge structure, as needed, to complete the enclosure fence.

E. Temporary Controls:

1. Traffic Control: Plan vehicular access methods, locations and timing of deliveries in a manner to minimize interference with street and pedestrian traffic and to conform to District of Columbia regulations. Do not block or obstruct public streets, driveways and walkways adjacent to the site at any time during performance of the work without proper authorization. Do not permit trucks of any kind to use existing sidewalks without prior authorization of the Architect.
2. Collection and Disposal of Wastes: Establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Enforce requirements strictly. Do not hold collected materials at the site longer than 7 days during normal weather or 3 days when the daily temperature is expected to rise above 80 deg. F (27 deg. C). Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately. Dispose of waste material in a lawful manner.
 - a. Burying or burning of waste materials on the site will not be permitted.
 - b. Washing waste materials down sewers or into waterways will not be permitted.
 - c. Provide rodent proof containers located on each floor level of construction work, to encourage depositing of garbage and similar wastes by construction personnel.
3. Janitorial Services: Provide daily janitorial services for temporary offices, first aid stations, toilets, wash facilities, lunchrooms and similar areas. Require users of other temporary facilities to help maintain clean and orderly premises.
4. Dust Control: During periods of construction activity creating dust conditions sprinkle periodically the site areas disturbed by Contractor's operation or treat with dust suppressors to control dust. Dry power brooming will not be permitted. Use vacuuming, wet mopping, wet sweeping or wet power brooming. Air blowing will be permitted only for cleaning non-particulate debris. Use only wet cutting procedures for unit masonry and concrete.
5. Noise Control: Avoid the use of tools and equipment that produce harmful noise. Restrict the use of noise making tools and equipment to hours of use that will minimize noise complaints from persons or firms near the project site.
6. Environmental Protection: Provide general protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel on the site in ways and methods that comply with environmental regulations, and that minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result from the performance of work at the site.

7. **Sewers and Drainage:** If existing sewers are available for temporary drainage near the site prior to completion of permanent sewers, provide temporary connections to remove effluent that can be lawfully discharged into the sewers. If no existing sewers or drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off the site in a lawful manner.
8. **Dewatering Facilities and Drains:** For temporary drainage and dewatering facilities and operations not directly associated with performance of work included under individual work sections, comply with dewatering requirements of applicable Division-2 sections. Where feasible, utilize the same facilities. Maintain the site, excavations and construction free of water.

H. Installation, Operation, Termination and Removal: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.

1. **Supervision:** Limit availability of temporary services and facilities to essential and intended uses to minimize waste and abuse. Do not permit temporary installations to be abused or endangered. Do not allow hazardous, dangerous or unsanitary conditions to develop or persist on the project site.
2. **Maintenance:** Operate and maintain temporary services and facilities in good operating condition throughout the time of use and until removal is authorized. Protect from damage by freezing temperatures and similar elements.
 - a. Prevent water filled piping from freezing by use of ground covers, insulation, by keeping drained or by temporary heating. Maintain distinct markers for underground lines. Protect from damage during excavation operations. Prevent contamination of water sources.
3. **Termination and Removal:** Unless the Architect requests that it be maintained for a longer period of time, remove each temporary service and facility promptly when the need for it or a substantial portion of it has ended, or when it has been replaced by the authorized use of a permanent facility, or no later than substantial completion. Repair damaged work, clean exposed surfaces and replace work that cannot be satisfactorily repaired. Contract time includes the time required for final cleanup of premises.
 - a. Remove temporary roads and paving materials that are not intended for or acceptable for integration into permanent paving. Where the area shown is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the landscape area. Remove materials contaminated with road oil, asphalt and other petro-chemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.

- b. Immediately prior to final acceptance, clean and renovate permanent services and facilities that have been used to provide temporary services and facilities during the construction period.
- c. Restoration of Site and Adjacent Areas: Restore the site and the adjacent areas used for staging, traffic, protection and storage of materials to their conditions prior to start of work. This includes, but is not limited to all site improvements, signage, lighting, street furniture, paving, sprinkler systems, utilities, plant, trees and turf materials. Procedures that may be required include de-compaction of compacted soils, addition of soil amendments, aeration, re-grading and removal of contaminated materials or other procedures as may be necessary.

1.8 PRODUCTS

- A. **General:** Refer to clause, "Materials and Workmanship," of the GENERAL CONDITIONS. After execution of the Contract, the Contractor's requests for changes in the products, materials, equipment and methods of construction required by the Contract Documents are considered requests for "contract modifications," and are subject to the requirements specified in Architect of the Capitol, "Official Procedure for Making Changes in Contracts." Revisions to the contract documents, where requested by the Architect are considered as "changes" not substitutions.
- B. **Quality Assurance:** Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor. Provide a single product for each required product selection, regardless of whether that product selection is provided by more than one sub-contractor. Do not alter product brands or series for a given product selection during the life of the contract without written approval of the Architect.
 - 1. Source Limitations: To the fullest extent possible and subject to the restrictions of the "Buy American Act," provide products of the same generic kind, from a single source, for each unit of work.
- C. **Product Delivery, Storage, and Handling:** Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Control delivery schedules to minimize long-term storage at the site and to prevent overcrowding of construction spaces, and to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration or loss.
 - 1. Deliver products to the site in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, ventilating, and installing.
 - 2. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units, and in conformance with manufacturer's instructions.

3. Store heavy materials away from the project structure in a manner that will not endanger the supporting construction.

D. General Product Compliance: Requirements for individual products are indicated in the Contract Documents; compliance with these requirements is in itself a contract requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods.

1. Procedures for Selecting Products: The Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects.
 - a. Performance Specification Requirements: Where the specifications require compliance with indicated performance requirements, provide products that comply with the specific performance requirements indicated, and that are recommended by the manufacturer for the application indicated. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's individual certification of performance. General overall performance of a product is implied where the product is specified for specific performances.
 - b. Compliance with Standards, Codes and Regulations: Where the specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies with specification requirements, including the standards, codes and regulations.

E. General Product Requirements: Provide products that comply with the requirements of the contract documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

1. Provide products that are essentially the standard catalogued products of manufacturers regularly engaged in production of such products and that are the manufacturer's latest standard design that complies with the specification requirements. Equipment shall essentially duplicate items that have been in satisfactory commercial and industrial use at least two years, or more if otherwise specified, prior to bid opening; or in lieu thereof shall have been used and operated in a test installation which, in the opinion of the

Architect, duplicate its field performance for the same period of time. The Architect reserves the right to require the Contractor to submit evidence to this effect for his approval. When two units of the same class of equipment are required, these units shall be the product of a single manufacturer; however, the component parts of the system need not be the products of the same manufacturer.

3. Provide standard, domestically produced products for which the manufacturer has published assurances that the products and its parts are likely to be available to the Government at a later date.

4. Nameplates: Except as otherwise indicated for required labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the completed project.

F. **Installation of Products:** Except as otherwise indicated in individual sections of these specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

1.9 PROJECT CLOSEOUT

A. **Definitions:** "Project Closeout" is the term used to describe certain collective project requirements, indicating completion of the work that are to be fulfilled near the end of the Contract Time in preparation for final acceptance and occupancy of the Work by the Government, as well as final payment to the Contractor and the normal termination of the Contract.

1. Time of closeout is directly related to "Final Acceptance." Therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to the other provisions of this Division.

B. **Final Cleaning:** Special cleaning requirements for specific units of Work are included in the appropriate sections of Division 2 through 16. General Cleaning during the regular progress of the Work is required by the GENERAL CONDITIONS and is included under Article "Temporary Facilities and Controls".

1. Cleaning: Provide final cleaning of the Work at the time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to the condition expected from a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions for operations.
 - a. Complete the following cleaning operations before requesting the Architect's inspection for Final Acceptance.
 - b. Remove labels which are not required as permanent labels.
 - c. Clean transparent materials, including mirrors and glass in doors and windows, to a polished condition. Remove putty and other substances that are noticeable as vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Dispose of all debris, offsite, in a lawful manner.
 - d. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

- e. Wipe surfaces of mechanical and electrical equipment clean. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - f. Clean the project site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas to a broom clean condition; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- 2. Pest Control: Engage an experienced exterminator to make a final inspection of the project, and to rid the project of rodents, insects and other pests.
 - 3. Compliance: Comply with safety standards and governing regulations for cleaning operations. Remove waste materials from the site and dispose of in a lawful manner.
 - a. Where extra materials of value remaining after completion of associated work have become the Government's property, salvage or dispose of these materials to the Government's best advantage as directed.
- C. **Record Document Submittals:** Specific requirements for record documents are indicated in the individual sections of these specifications. Other requirements are indicated in the GENERAL CONDITIONS. General submittal requirements are indicated in the various "Submittals" articles of individual sections of the Project Manual.
- 1. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
 - 2. Record Documents: Maintain a record set of blue or black line white-prints of contract drawings and shop drawings in a clean, undamaged condition. Mark-up the set of record documents to show the actual installation where the installed work varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing the actual "field" condition ("as-built" condition) fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at the corresponding location on the working drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date.
 - a. Mark record sets with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
 - b. Note related change-order numbers where applicable.
 - c. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
 - d. Materials and Tools: Refer to individual sections of the Project Manual for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
- D. **Maintenance Manuals:** Organize operating and maintenance data into suitable sets of manageable size. Bind data into individual binders properly identified and indexed. Bind

each set of data in a heavy-duty 2-inch, 3-ring vinyl-covered binder, with pocket folders for folded sheet information. Mark the appropriate identification on both front and spine of each binder.

- E. **Warranties and Bonds:** At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 - b. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, project number, and the name of the Contractor.
2. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

- F. **General Operating and Maintenance Instructions:** Arrange for each installer of operating equipment and other work that requires regular or continuing maintenance, to meet at the site with the Government's personnel to provide necessary basic instruction in the proper operation and maintenance of the entire Work. Where installers are not experienced in the required procedures, include instruction by the manufacturer's representatives.

- G. **Closeout Submittals:** Prior to requesting Final Inspection, submit the following:

1. Project Record Documents, properly annotated and in the format required.
2. Copies of Warranties and Bonds.
3. Operation and Maintenance data.
4. All required operating or special tools required in individual sections.
5. All required keys and keying schedules.

- H. **Pre-requisites to Final Acceptance:** Complete the following before requesting the Architect's final inspection for certification of final acceptance, and final payment as required by the GENERAL CONDITIONS. List known exceptions, if any, in the request.

1. Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the Architect's final punch-list of itemized work identified to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect.
 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data either as of the date of substantial completion, or else when the Government took possession of and responsibility for corresponding elements of the Work.
 5. Submit consent of surety.
- I. **Re-inspection Procedures:** The Architect will re-inspect the Work upon receipt of the Contractor's notice that the work, including punch list items resulting from earlier inspections, has been completed, except for these items whose completion has been delayed because of circumstances that are acceptable to the Architect.
- J. **Removal of Protection:** Except as otherwise indicated or requested by the Architect, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

- END OF SECTION 01000 -

SECTION 01546 - SAFETY AND HEALTH**PART 1 - GENERAL****1.1 DESCRIPTION OF WORK:**

- A. **General:** This section, general in nature, is applicable to all work performed under this contract and identifies some of the precautions necessary to protect the safety and health of employees, visitors, occupants and contract employees, and to prevent the loss of or damage to property and the environment.

1. Note the Construction Contractor submittal requirements outlined in Part 1 paragraph "Submittals" of this Section.

1.2 REFERENCES:

- A. **General:** The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only. Exclusion of any specific regulations/standards required by Federal and/or local codes does not relieve the Contractor of their legal and contractual obligations to adhere to such requirements.

B. **National Standards / Code of Federal Regulations (CFRs):**

1. 29 CFR 1910 - OSHA Occupational Safety and Health Standards.
2. 29 CFR 1926 - OSHA Safety and Health Regulations for Construction.
3. 40 CFR Parts 700-799, Subchapter R - Toxic Substance Control Act (TSCA).
4. 40 CFR Parts 50-99, Air Programs.
5. 40 CFR Parts 260-299, Hazardous Waste Management System (radionuclides).
6. 40 CFR Part 761 - Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions.
7. 40 CFR Parts 104-140 and 401-471, Water Programs.
8. DOT Manual of Uniform Traffic Control Devices.
9. Americans with Disabilities Act (ADA), current with updates.

C. **Related Building and System Codes:**

1. International Building Code (IBC), 2003.
2. International Existing Building Code (IEBC), 2003.
3. National Fire Code - NFPA 101, 2003.
4. International Electrical Code, 2003; and related NEMA, NECA, and UL Standards.
5. International Mechanical Code, 2003.
6. International Plumbing Code, 2003.

D. **Federal Standard 313A - Material Safety Data Sheets, Preparation and Submission.**

- E. **Related** District of Columbia, state, and local regulations shall apply.

1.3 DEFINITION OF HAZARDOUS MATERIALS:

- A. **General:** Refer to hazardous and toxic materials/substances, Subparts H and Z of 29 CFR 1910 and related parts of 29 CFR 1926; 40 CFR 261; and to others as defined in Federal Standard 313.
- B. **Those hazardous materials** most commonly encountered can include pesticides, cleaning agents, paints, adhesives, strippers, solvents, asbestos, polychlorinated biphenyls (PCB's), mercury vapor lamps, but may include others. Any unlabeled substance should be handled as hazardous material until properly identified.
- C. **All suspect asbestos containing materials** (e.g., boiler insulation, duct insulation, pipe insulation), surfacing materials (i.e., plaster and sprayed-on fireproofing) and miscellaneous materials (i.e., asphalt flooring, ceiling tiles, adhesives and mastics, drywall, roofing, gaskets and cement board), must be considered asbestos containing unless proven otherwise in accordance with 29 CFR 1926.1101.
- D. **Pre-1978 Surfaces:** All finished/painted surfaces of buildings constructed prior to 1978 shall be considered finished with lead based paint unless proven otherwise.
- E. **Products likely to contain PCB's** include electrical transformers, capacitors, voltage regulators, oil switches, and some fluorescent light ballasts. Transformer vaults with PCB contaminated floors are identified by signage at the entry door (refer to Part 3 of this Section, article "Cautionary Procedures at Existing Vaults").
- F. **Products likely to include mercury** include fluorescent light tubes, switches, gauges, thermostats, and older thermometers.

1.4 QUALITY ASSURANCE:

- A. **Pre-Construction Safety Meeting:** Representatives of the Contractor must meet with the Contracting Officer and his/her representative(s) prior to the start of work under this contract. The purpose of the pre-construction meeting is to review the Contractor's Safety and Health Program and Policies, and to discuss the implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in controlling any unsafe or unhealthy conditions associated with the work to be performed under the contract. If directed by the Contracting Officer, this meeting may be held in conjunction with other pre-construction meetings such as the General Pre-Construction meeting. The level of detail of the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s), the general superintendent and his/her safety representative(s) shall be in attendance.

- B. **Compliance With Regulations:** All work, including contact with the handling of hazardous or regulated materials, the disturbance or dismantling of structures containing hazardous or regulated materials, and/or the transport and disposal of hazardous or regulated materials shall comply with the applicable requirements of 29 CFR 1910/1926, 40 CFR, 49 CFR, and all other applicable federal, state, and local regulations.
- C. **Construction Site Lighting:** Lighting intensity levels for construction areas shall meet the minimum requirements established by 29 CFR 1926.56: Illumination, including *Table D-3 - Minimum Illumination Intensities in Foot-Candles*.
- D. **Compliance/Conflicts:** All work shall comply with applicable Federal, state and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall take precedence.
- E. **Contractor Responsibility:** All Contractors shall assume full responsibility and liability for compliance with applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his/her part, or that of his/her employees or subcontractors, which results in illness, injury or death. The Contractor shall designate a single point-of-contact who is authorized to act on behalf of the contracting firm, authorized to take immediate corrective actions, and assigned the task of daily inspections and reporting outlined herein. Construction Contractors shall comply with the following additional requirements in accordance with 29 CFR 1926.16 (Prime/Subs):
 - 1. Compliance with the accepted Accident Prevention Plan written by the prime Contractor for the specific work, submitted to the government, and reviewed by the COTR. The Contractor's plan will be job specific and will include work to be performed by the subcontractors, and measures to be taken by the Contractor to control hazards associated with materials, services, or equipment provided by suppliers.
 - 2. Regularly scheduled safety meetings shall be held at least once a week for all supervisors on the project to review past activities, to plan ahead for new or changed operations, and to establish safe working procedures for the anticipated hazards. An outline of each meeting shall be submitted through the COTR to the Contracting Officer.
 - 3. At least one "toolbox" safety meeting shall be conducted weekly before start of work by field supervisors or foreman for all workers. An outline report of the meeting, including date, time, duration, attendance, subjects discussed and the name of the director shall be maintained and copies furnished to the designated authority on request.

1.5 SUBMITTALS:

- A. **Submittal "Punch-List:"** A submittal punch list for projects involving "other"

hazardous materials as identified in the Construction Contractor's Safety and Health Program and Policies (paragraph B, below) and/or other recognized flammable or toxic products identified in the referenced codes/standards.

B. Contractor's Safety and Health Program and Policies: Submit a Plan of Action for handling hazardous materials (except for asbestos, lead based paint, PCBs and mercury lamps as they are covered by specific sections) and/or flammable or toxic products. Work shall not commence until the Contractor's safety program has been reviewed by the Architect. The Construction Contractor's Plan of Action shall contain the following:

1. Activity Hazard Analysis and Accident Prevention Plan: Identification of anticipated hazards, problems, and proposed mitigation measures/mechanisms.
2. Description of how applicable safety and health regulations and standards are to be met.
3. Protection of the public or others not related to the operation. Maintain code-compliant means of egress for project duration.
4. Means of protection for adjacent non-construction areas, permanent and temporary access ways, and occupants and for controlling noise/dust/fumes/debris generated by the work.
5. Contractor Safety Officer: Identify a lead Safety Officer and alternates, including 24-hour contact information for each.
6. Specialized training and experience of employees to be used for the work.
7. Type of protective equipment and work procedures to be used.
8. Material Safety Data Sheets (MSDSs) for, and proposed procedures for using, disposing of, or storing toxic/hazardous materials (also see 29 CFR 1910.1200). All management and disposal of wastes shall be in accordance with Federal, states and local regulations.
9. Phasing requirements to minimize impact to non-construction work activities.
10. Emergency procedures for handling accidental spills, releases or potential exposures.
11. Interfacing of trades and control of subcontractors, if applicable.
12. Identification of any required analyses, test demonstrations, and validation requirements.
13. Hazard Communications Plan.
14. Trenching and Shoring Plan.
15. Confined Spaces employee certifications and related work procedures.
16. Multi-Employer Worksite Plan.
17. Demolition plans outlining protective measures and responsibilities required under 29 CFR 1926, Subpart T.

C. Accident Reporting: Serious accidents such as those resulting in: treatment of an injury at a medical facility; response by emergency medical personnel; or damage to property other than that of the Contractor will be reported to the contracting officer's representative by telephone within twenty-four hours of the occurrence. A copy of

- each accident report, which the Contractor or subcontractors submit to their insurance carriers, shall be forwarded through the Contracting Officer's Technical Representative (COTR) to the Contracting Officer (CO) as soon as possible (in no event later than seven (7) calendar days after the occurrence). All accidents/losses shall be reported using AOC "Incident Investigation Report" (from AOC Safety Policy 9-4, available from the COTR) or other form that meets OSHA Standards, as required. Any incident involving fatality or permanent total disability, or property damage to the Government or other property amounting to \$100,000 or more requires immediate notification of the AOC Safety and Occupational Health Branch (SOHB).
- D. **MSDSs:** The Contractor shall provide copies of each MSDS, in accordance with 29 CFR 1910.1200 - *App E* and with AOC 52.223-1. One copy shall be provided to the COTR per Division 1 submittal requirements, and a second copy shall be kept in an MSDS binder on the job site.
- E. **Waste Disposal:** The Contractor shall dispose of all wastes and provide all paperwork, including but not limited to, manifests and disposal certifications, in accordance with all federal, state, and local regulations. Asbestos waste shall be accompanied by an Asbestos Shipment Record. The AOC shall sign manifests, certifications, and shipping records for lead, asbestos, and PCB wastes generated from this contract.
- F. **Hot Work Permits:** When coordinating with the AOC's jurisdiction Superintendent for hot work, submit AOC designated "Hot Work Permit" (from AOC Safety Policy 10-14, available from the COTR) or other form that meets OSHA Standards, as required.
- G. **Worker Certifications:** The Contractor shall provide copies of all worker certifications for handling Hazardous Materials, Working in Confined Spaces, and other certifications required by OSHA, EPA, and local regulatory agencies (not required by other technical sections in the Project Manual).
- H. **Scaffolding:** All scaffolding that is erected on this job will be erected in accordance with the requirements of 29 CFR 1926, Subpart L -- *Scaffolds*. Per OSHA Standards, a scaffold erection plan will be developed by the Contractor, certified by an engineer (licensed in the District of Columbia, Virginia, or Maryland) and provided to the CO prior to set up. Once in place, the Contractor's assigned safety officer shall inspect and document the conditions of the scaffold and scaffold anchor points prior to use, and once per shift thereafter. Any observed failures in the scaffold shall render it unusable until the condition is rectified and re-inspected. Weekly scaffold inspection reports shall be provided to the designated COTR for inclusion in the contract records.
1. **Other Means of Access:** Should the Contractor employ other means of access to the work area, they shall be utilized in accordance with the requirements of 29 CFR 1926, Subpart N -- *Cranes, Derricks, Hoists, Elevators, and Conveyors*. The Contractor shall submit a plan for use of such equipment, fully coordinated with any other plans for site facilities (i.e., scaffolding, staging, etc.).

2. **Scaffolding constructed** by the Contractor for use by AOC employees shall also comply with 29 CFR 1910.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT:

- A. **Special facilities**, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with all applicable regulations. Such materials and equipment shall be identified in the Plan of Action called for herein.

2.2 MATERIAL SAFETY DATA SHEETS (MSDSs):

- A. **MSDSs** shall be available on-site for all products used under this contract. The prime contractor is responsible for meeting the hazard communication requirements, in accordance with 29 CFR 1910.1200. To the extent feasible, non-flammable and non-toxic products shall be used.

PART 3 - EXECUTION

3.1 CAUTIONARY PROCEDURES AT EXISTING VAULTS:

- A. **General:** Transformer vaults may have floors which are PCB contaminated. These vaults are generally marked by blue signs, which identify the vault as PCB-contaminated; assure all vaults are marked with blue signs prior to proceeding with Work. On rare occasions, vault doors in existing buildings may be equipped with protective alarms and devices. Consult the AOC COTR to ascertain whether vault doors in areas under this contract are so equipped and have proper approved signage systems.

3.2 HAZARDOUS MATERIALS:

- A. **General:** The Contractor shall bring to the COTR's attention, any material suspected of being hazardous which he/she encounters during execution of the work. The COTR shall then determine whether the Contractor shall perform tests to determine the nature or toxicity of the material. If the COTR directs the Contractor to perform tests, and/or if the material is found to be hazardous and additional protective measures are needed, a change to the contract may be required (subject to the "AOC Official Procedure for Making Changes to Contracts"). Persons conducting sampling testing and laboratories processing samples shall be certified.

3.3 CONFINED SPACES:

- A. **Confined Spaces:** It is the responsibility of the AOC to identify and demarcate all known confined spaces within our facilities. It is the Contractor's responsibility to

notify and coordinate with the Superintendent's Office when confined space work is to be done, obtain permission from this office to enter the space, conduct all required testing of space prior to entry, and complete an entry permit as required by OSHA regulations and the Confined Space Program previously submitted to the AOC COTR for the project.

3.4 PROTECTION:

- A. **Contractor Responsibility:** The Contractor shall take all necessary precautions to prevent injury to the public, building occupants and visitors, and damage to or contamination of property or the environment. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or subcontractor thereof.
- B. **Welding, Cutting, and Brazing:** The AOC specifically requires a permit for welding, cutting, and brazing. This AOC "Hot Work Permit" shall be approved each day by the AOC Superintendent's Safety Specialist, or his/her designee, and coordinated through the Superintendent's Office whenever welding, cutting or any open flame work is performed. Work areas shall be kept clear of combustibles within a 35-foot radius of any hot work. Combustibles which cannot be removed shall be covered with flame-resistant blankets. Compressed gas cylinders shall be secured in a vertical position and stored in accordance with Compressed Gas Association (GSA) Guidelines at all times. Valve protection caps shall be in place whenever cylinders are not in use, moved or stored. Appropriate fire extinguishers shall be maintained at welding and cutting operations. A designated fire watch shall sign and return the permit. The fire watch shall be on duty during operations and for a minimum of 30 minutes after completion of welding or cutting operations to ensure no possibility of fire exists.
1. Provide adequate ventilation to protect employees from fume or gas exposure.
 2. During arc welding activities erect screens to shield activities.
- C. **Storage:** It is prohibited to store, position, or use equipment, tools, materials, scraps, and trash in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities. Storing of combustible or flammable liquids shall be in accordance with the current edition of the National Fire Code for Flammable and Combustible Materials (NFPA 30). Compressed gases shall be stored in accordance with Compressed Gas Association (CGA) guidelines.
- D. **Obstructions:** No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupants, or to present an unsafe or unhealthy condition to the public or building occupants.
- E. **Housekeeping:** Housekeeping practices shall be in conformance with OSHA 29 CFR 1910.22, 29 CFR 1910.141, 29 CFR 1910.1001, 29 CFR 1910.1025, 29 CFR

- 1926.25, 29 CFR 1926.62, and 29 CFR 1926.1101, for non-construction and construction contracts respectively.
- F. **Protection of the Public and Federal Employees:** Work shall not be performed in any area occupied by the public or Federal employees unless the Contractor takes adequate steps for the protection of the public and Federal employees, and work is specifically permitted by the contract/COTR/jurisdiction Superintendent. Comply with requirements of ANSI A10.34.2001.
- G. **Electrical Systems:** In addition to complying with the referenced standards in this Section, refer to Division 1 requirements for "Temporary Facilities and Controls." Provide compliant electrical supply, overload/ground fault protection, lighting, and signage/notification systems. Ensure that arrangements and installations accommodate the Architect's lockout/tagout procedures.
- H. **Mechanical Systems:** Mechanical systems and equipment, and the components thereof, will be arranged and installed to provide ready accessibility and ease of lock/tag application during lockout/tagout procedures for AOC employees, post construction.
- I. **Fences & Barricades:** The work area shall be fenced, barricaded, or otherwise segregated from the public or building occupants to prevent unauthorized entry into the work area. Fence elements shall be installed in such a manner as to overcome the negative or hazardous effects of wind and weather typical to the region. The use of barbed wire is prohibited unless requested in writing by the Architect.
- J. **Pedestrian Access Ways:** All interior and exterior paths of travel established for pedestrian circulation within and around a construction site shall meet the requirements of 28 CFR Part 36 (ADAAG), Appendix A (Standards for Accessible Design), Articles 4.3 through 4.5; when a path is changed to accommodate work, the Contractor shall also provide directional signage in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2003. All paths shall be maintained clear and level, without obstruction. Any proposed exceptions to these requirement must be approved in writing by the Architect prior to construction.
1. **Lighting:** All interior/exterior access ways, both permanent and temporary, shall be provided with a uniform minimum lighting level of 3 footcandles (fc) at the walking surface, in accordance with 29 CFR 1926.56(a), Table D-3 - *Minimum Illumination Intensities in Foot-Candles*.
- K. **Alternate Precautions:** When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under or over the work area, alternate precautions such as the posting of signs, warning lights, the use of signal persons, the erection of barricades or similar controls around particularly hazardous operations shall be approved and used.
- L. **Work Over Thoroughfares:** When work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed,

- if possible, or other precautions taken such as the installation of screens or barricades. When exposure to falling objects exists, as during the erection of building walls or during demolition, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.
- M. **Temporary Construction Barriers:** Temporary construction barriers, partitions which cover a hole in a rated fire wall, protect occupants from noise or vibration, or separate the construction from public access and exit corridors shall be erected floor-to-ceiling, wall-to-wall, and shall remain in place for the duration of the contract. The minimum construction standards for these temporary barriers shall be metal studs, anchored top and bottom at a maximum spacing of 16 inches (406 mm) on-center, and covered with a minimum of one layer of ½-inch gypsum wallboard.
- N. **Dust and Fume Control Measures:** Work performed adjacent to occupied areas shall be done within dust control barriers (generally constructed of polyethylene sheeting or other barriers as approved by the Architect). To the extent feasible, maintain the work environment at a negative pressure differential with the adjoining occupied areas. The use of fume and odor producing products and materials shall be done in such a manner, or at such a time as to minimize impact on building occupants. Provide measures to minimize migration of dust, fumes, gases, and similar affects into the adjacent areas. Ensure that adequate ventilation is provided to work areas in conformance with OSHA regulations.
- O. **Roof Work:** During the performance of roofing work, employees will be protected as required by the OSHA standards contained in 29 CFR 1926 - subpart M "Fall Protection."
- P. **Removal of Fences and Barricades:** Fences and barricades shall be removed upon completion of the project, in accordance with local ordinance and to the satisfaction of the Contracting Officer or his/her representative(s).
- Q. **Completion of Work:** Do not create or leave hazards unabated (e.g., open or absent electrical panels, unmarked circuit breakers/fuses, faceplates missing from receptacles, open manholes, un-barricaded trenches/excavations, etc.).

- END OF SECTION 01546 -

SECTION 02911 - SOIL PREPARATION**- GENERAL****1.1 RELATED DOCUMENTS**

- A. United States Capitol Visitor Center Tree Preservation Pre-Construction Package dated 31 July 2001.

1.2 COORDINATION

- A. Coordinate with the United States Capitol Visitor Center's Contract Arborist and the Architect prior to executing the work outlined in this section.

PART 2 - PRODUCTS**2.1 SOIL MIX MATERIALS**

- A. Topsoil will be natural, screened sandy loam surface soil, in a friable condition. The topsoil will be free of hardpan material, stones, and clods larger than 1-inch in diameter, sticks, tree or shrub roots, debris, toxic substances (residual herbicides), and other material detrimental to plant growth.
- B. Both topsoil and the area from which the topsoil is collected and/or stored will be free of plant or plant parts of undesirable plants such as, but not limited to, Bermuda grass, nut sedge, mugwort, Johnson grass, quack grass, Canada thistle or noxious weeds as set forth in the Federal Seed Act.
- C. Contractor will notify the Architect of the location of all topsoil sources. The Contractor will submit a five-pound sample and a certified report from the state agricultural experiment station, or approved agricultural laboratory, of an analysis performed not more than 60 days prior to the date of submission. The topsoil will be certified to meet the following requirements:
 - 1. Topsoil will be natural, original surface soil of a sandy loam texture with a mechanical analysis of 60 to 65 percent sand, 15 to 25 percent silt, and 10 to 15 percent clay.
 - 2. Topsoil will have at least two-percent, but not more than five-percent, organic matter.
 - 3. Topsoil pH will be 6.0 to 7.0 inclusive unless otherwise specified.
 - 4. Topsoil salinity by electrical conductivity measurement shall not exceed 600 parts per million (ppm) as determined by Black, Editor "Method of Soil Analysis" Part 2, published by the American Society of Agronomy. 1965.
 - 5. Topsoil nutrient level will be in a range of 70-124 lbs./acre of magnesium, 62-200 lbs/acre of phosphorous, and 85-160 lbs/acre of potassium. Test for Boron.

6. Topsoil for shrubs and groundcover beds will receive soil bed mixture to bring soil level up to required level. No subsoil material, free of sticks, stones, roots, weeds, debris or other extraneous matter, obtained from area that has never been stripped and will have acidity range of pH 6.0 to 7.0. Place two-inches layer of leaf mold throughout planting beds and Rototill to a depth of 6-inches. Remove all stones larger than one-inch in diameter.
- D. Agricultural limestone at not more than five-pounds per cubic yard of topsoil may be used to adjust an acidic condition and shall be thoroughly mixed by volume.
- E. Topsoil which has been synthesized by blending materials which individually do not meet the requirements of this specification will not be accepted even though the resulting blend meets the organic matter, mechanical analysis, pH, and soluble salts requirements.
- F. The Architect reserves the right to inspect and sample all topsoil at the source and at the time of delivery. These inspections will be made without cost to the contractor.
- G. Topsoil must not be delivered or handled in a frozen or muddy condition.
- H. Shipment and delivery - All soil must be approved by the Architect before delivery to site. Any material not meeting requirements of this specification will be rejected on or after delivery.
- I. Soils that are close to meeting these specifications will be considered by the Architect if minor corrections can be made to achieve the specified product, in such examples as fertility or pH.

- END OF SECTION 02911 -

SECTION 02930 - EXTERIOR PLANTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. **United States Capitol Visitor Center Tree Preservation** Pre-Construction Package dated 31 July 2001.

1.2 COORDINATION

- A. **Coordinate with the United States Capitol Visitor Center's Contract Arborist** and the Architect prior to executing the work outlined in this section.

1.3 SUMMARY

- A. **Section Includes:**

- 1. Excavation, preparation, and backfilling for planting
 - 2. Topsoil, fertilizer, and mulch
 - 3. Shrubs, and other plant materials
 - 4. Obtaining soil samples for analyses and approval
 - 5. Maintenance, inspection, and upkeep during warranty period

1.4 DEFINITIONS

- A. **B & B:** Balled and burlapped
- B. **Cont.:** Container
- C. **Plant Names, Common and Botanical:** Comply with AJCHN, Standardized Plant Names or NLA, Technical Glossary of Horticultural and Landscape Terminology.

1.5 SYSTEM DESCRIPTION

- A. **General:** Comply with ANSI Z60.1 for design, materials, fabrication, and installation of component parts.
- B. **Design Requirements:** Drawings are diagrammatic and are intended to establish basic dimension of planting materials, sight lines, and profiles plant material.

- C. **Topsoil Inspection:** At topsoil source, inspect to determine conformance to specified requirements and to approve stripping depth.
1. At time of inspection additional representative soil samples may be required. Under Architect's observation obtain samples from locations under consideration and proposed stripping depth. Comply with specified soil testing procedures for additional samples, see Section 02911.
 2. Analysis: Provide topsoil analysis by testing laboratory or government agency from samples taken and submitted according to respective requirements, see Section 02911.
 - a. Packaged and sealed products, accompanied by manufacturer or vendor analysis, complying with specification requirements, will be acceptable.
 - b. Analyze topsoil to determine type and application rate of fertilizer required for shrubs and planting beds.
 - c. Provide test samples of soil mixtures representative of each source.
 3. Acceptance: Approval of tested and analyzed materials is not final acceptance, see Section 02911.
 - a. Architect reserves right to analyze topsoil at Architect's expense for comparison with requirements.
 - b. Should Architect's tests indicate non-compliance with requirements, Architect will charge cost of testing to the contractor.
 - c. Remove rejected materials from site and replace with acceptable materials.

1.6 SUBMITTALS

- A. **General:** Submit in accordance with the General Requirements.

B. **Planting Schedule:**

1. Planting Schedule to Include:
 - a. Plant name, common and botanical, conforming to, AJCHN Standardized Plant Names or NLA, Technical Glossary of Horticultural and Landscape Terminology
 - b. Plant size
 - c. Quantity of plants to be installed
 - d. Balled, potted, or bare root
 - e. Date for installation each type of landscape work
2. Include specified maintenance periods for maintenance from date of substantial completion.
3. After Acceptance Resubmit Planting Schedule:

- a. Revise information included by Architect
 - b. Documentation of reasons for delays
 - C. **Informational Submittals:** Submit following packaged separately from other submittals:
 - 1. Test Reports: Submit written results of soil testing specified as part of System Description and Source and Field Quality Control articles.
 - 2. Certifications specified in Quality Assurance article.
 - 3. Qualification Data: Submit nursery stock supplier and landscaper's qualification data.
 - 4. Maintenance Instructions: Procedures to be utilized by Architect for maintenance of landscape work.
 - D. **Plant Soil Mix Volume Calculations:** Contractor to provide as part of bid-itemized breakdown of the volumes of the following materials and mixes: Successful contractor must bid specified soil mixes.
 - 1. Leaf Mold
 - 2. Topsoil Mix:
 - a. Volume required for groundcover beds
 - b. Volume required for shrub beds
 - E. **Closeout Submittals:** Submit in accordance with the General Requirements.
 - 1. Project Record Documents: Record actual locations of trees and shrubs if different from original documents
 - 2. Warranty: Submit specified warranty
 - F. **Shredded Hardwood Bark Mulch.** One bag of a representative sample (minimum bag size is one-gallon).
- 1.7 **QUALITY ASSURANCE**
- A. **Nursery Qualifications:** Established company specializing in growing and distributing plant materials specified in this section.
 - B. **Installer Qualifications:** Contractor with experience on at least five projects of similar nature.
 - C. **Certifications:** Submit the following:

1. Manufacturer and vendor certified analysis for topsoil, see Section 02911, and fertilizer materials meet or exceed specified requirements.
2. Nursery's certification that products furnished for project meet or exceed specified requirements.
3. Contractor's certification that products are installed in accordance with contract documents and based on inspection and testing specified as part of field quality control.
4. Certificates of inspection of plant materials that may be required by federal, state or other authorities to accompany shipments of plants.

D. **Within 30 days after contract is awarded**, contractor is required to submit names of plant material sources for review and approval by the Architect.

E. **If landscape material is not obtainable**, submit to the Architect proof of non-availability and proposal for use of equivalent material. Refer to the General Requirements.

1.8 FIELD SAMPLES

A. **General:** Comply with the General Requirements

B. **Sample Installation:**

1. Install sample planting ten-feet long by ten-feet wide as directed.
2. Show plant size, shape, and color variation and installation techniques.
3. Locate where directed by Architect.
4. Accepted Field Sample: May be part of the completed work, at the discretion of the Architect.

1.9 PRE-INSTALLATION CONFERENCE

A. **Conduct pre-installation conference** in accordance with the General Requirements.

1. Agenda: Include discussion and agreement upon acceptable soil conditions, plant materials, preparatory work, and methods of installation.

1.10 DELIVERY, STORAGE, AND HANDLING

A. **General:** Comply with requirements of the General Requirements

1. Protect materials from deterioration during delivery and while stored at site.
2. Deliver packaged fertilizer and peat moss in containers showing weight, analysis and name of manufacturer.
3. Provide materials and quantities requested in this section and indicated on the drawings.

4. Architect to meet with the contractor at the time the soil mix is delivered/prepared and prior to installation to verify that the soil mix specification has been met. Soil samples will be taken from the soil mix and sent to a testing laboratory. Cost for soil test to be covered by contractor. Results of the soil test to be sent to the Architect. Installation of soil mix can occur only after contractor has received approval of soil mix by the Architect. A five-day maximum time limit is allowed between site delivery of the soil mix and receipt of the soil mix test from the laboratory.

B. **Plant Material:** Do not bend and bind-tie any of the planter material in such manner as to damage bark, break branches and destroy natural shape.

1. Provide protective covering during delivery. Protect roots and canopies during shipment by tarpaulins or other suitable covering.
2. Deliver the plant material only after preparations for planting have been completed and plant immediately.
3. If planting is delayed more than six hours after delivery, set plant material in the shade, keep roots and balls moist, protect from weather and mechanical damage.
4. Do not remove container-grown stock from containers until planting.
5. Exercise care in excavation of plant material to ensure safe loading and handling for entire operation from growing locations to replanting locations.
6. For container plants, cut or rough-up roots around outer perimeter of root ball before planting to prevent the plant from being root bound.
7. All planting work within the tree protection areas will be coordinated with and will be done under the direction of the United States Capitol Visitor Center's Contract Arborist and the Architect, and may require the use of a super-sonic air tool, in lieu of hand digging, in order to avoid damage to the existing and protected trees.

1.11 PROJECT CONDITIONS

A. **Proceed with and complete landscaping work** as rapidly as portions of site become available.

1. Work within seasonal limitations of landscape work and plant material.
2. Do not plant when ground is frozen or topsoil is wet.
3. Determine location of underground utilities and perform work in manner that will avoid possible damage.

B. **Maintain grade and layout stakes** until all concerned parties mutually agree upon removal.

C. **Correlate planting** with specified maintenance periods to provide maintenance until the Architect's responsibility for maintenance begins.

1.12 SEQUENCING

A. **Sequence work** under provisions of the General Requirements.

1.13 WARRANTY

A. **Special Warranty:** Prepare and submit in accordance with the General Requirements.

1. Warranty all plant material for one year after date of acceptance, against defects including death and unsatisfactory growth, except for defects resulting from neglect by the Architect, and abuse and damage by others.
2. Replacement: Remove and replace shrubs, and other plants found to be dead and unhealthy during warranty period.
 - a. Make replacements during growing season or growing season following end of warranty period.
 - b. Replace shrubs that are in doubtful condition at end of warranty period, unless, in opinion of Architect, it is advisable to extend warranty period for full-growing season.
 - c. The replacement of plant materials will end with final acceptance.
3. Contractor is responsible for periodically inspecting the project during warranty period and notifying the Architect of irregularities that may affect warranty.

B. **The contractor assumes liability** for damage to property, including lawns, pavement, curbs, and sprinkler system caused by replacement and related operations.

1.14 MAINTENANCE

A. **Provide service and maintenance** of plant materials, soil, mulch, and fertilizer for two years from date of substantial completion.

1. Begin maintenance immediately after planting.
2. Maintain shrubs and plant materials by pruning, watering, edging turf, cultivating, weeding, and control of insects, fungus, and other diseases for healthy growth.
3. Remove weeds within mulched area around each tree and in each shrub bed as often as required. Do not allow weeds and grass within planted areas to grow more than four-inches high.
4. Restore areas damaged by shrub planting operations to their original condition.
5. Reset shrubs to proper grades and vertical position.
6. Existing automated irrigation system is available for use to water plants. Contractor shall monitor watering and soil moisture and inform Architect of changes or modifications to be made for optimum plant health.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. **Topsoil:** Secured from an approved off-site location, see Section 02911.
- B. **Mulch Material:** Shredded Hardwood Bark. Free of sticks, stones, clay, and other materials.
- C. **Lime:** Natural dolomitic limestone containing not less than 85 percent of total carbonates with minimum of 30 percent magnesium carbonates, ground so that not less than 90 percent passes 10-mesh sieve and not less than 50 percent passes 100-mesh sieve.
- D. **Commercial Fertilizer:** Complete organic fertilizer, part of elements of which are derived from organic sources.
 - 1. Types, percentages and applied at rate specified by soil analysis.
 - 2. Three-year fertilizer tablets will also be added as per manufacturer instructions
- E. **Leaf Mold:** Composted leaf materials, topsoil-like consistency. "Leaf-gro" or approved equal.
- F. **Water:** Clean and free of substances that could inhibit growth.
- G. **Plant Materials:**
 - 1. Of size, genus, species, and variety shown and scheduled for landscape work and complying with ANSI Z60.1. Minimum soil moisture requirements will be maintained by the contractor during each phase of the planting process, see Part 3.4.
 - a. Free of disease, insects, eggs, and larvae and defects such as knots, sun-scald, injuries, abrasions and disfigurement.
 - b. Plants not possessing normal balance between height and spread (ANSI Standard) are not allowed.
 - c. Measure plants when branches are in their normal position. Dimensions for height and spread as indicated refer to main body of plant and not from branch tip to branch top. Pruning of branches to obtain required height not allowed prior to delivery to site.
 - d. Ensure customary precautions when moving plants. Dig plants to retain as many fibrous roots as possible.
 - e. Plants: Healthy, vigorous nursery grown, annually cultivated, sprayed, pruned, and fertilized. Native and collected trees and shrubs are exempt. Heeled-in plants or plants from cold storage not allowed.
 - 2. Plant List: Provide plants conforming to measurements specified in plant list.
 - a. Measurements Specified: Minimum size acceptable for each variety.

- b. **Heights Specified:** Intended to mean approximate dimension from ground to top of last year's growth. Top spread listed is approximate spread of top at principal width.
 - c. **Plants Larger in Size than Specified in Plant List:** Submit as substitutions in accordance with Division One.
- 3. **Potted Plants:** Plants grown in containers with fully rooted earth ball within container.
- 4. **Balled and Burlapped:** Plants with firm, natural balls of earth of sufficient diameter and depth to encompass fibrous and feeding root system necessary for full recovery of plant.
 - a. Firmly wrap balls with burlap or similar material and bind with twine or cord.
 - b. If plants are field grown, furnish ball minimum 1/8 greater in diameter than ball size named in plant list for nursery-grown plants.
- 5. **Bare-rooted Plants:** Plant or heel-in immediately upon delivery.
 - a. Water plants as necessary until planted.

2.2 ACCESSORIES

- A. **Tree Paint:** No tree paint will be used.
- B. **Tree Wrap:** No tree wrap will be used.

2.3 MIXES

- A. **Planting Mix Soil:** Proportions by volume.
 - 1. One cubic yard of topsoil, see Section 02911
 - 2. 1/8 cubic yard of leaf mold
- B. **Planting Beds:** One part leaf mold to eight parts of topsoil, see Section 02911, by volume.
 - 1. Apply commercial fertilizer (5-10-10) at a rate of four pounds per 100 square feet
- C. **Backfill Soil for Shrubs:** One part leaf mold and eight parts of topsoil, see Section 02911, by volume.

2.4 SOURCE QUALITY CONTROL

- A. **General:** Comply with the General Requirements.

1. Inspections: Inspect shrubs and plant materials at place of growth before planting, for compliance with requirements for name, variety, size and quality.
 - a. Inspection and approval of shrubs and plant materials does not impair right of rejection for failure to conform to other requirements during progress of the work.
2. All of the plant material will be reviewed and approved by the Architect prior to installation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. **Verify** that earthwork and excavation are complete.
- B. **Protect** existing underground improvements from damage.

3.2 PREPARATION

- A. **Clearing:** Prior to or during grading and tillage operations ground surface will be well drained, cleared of all grass, brush, roots, stones larger than one-inch in diameter, or any other material which may hinder proper grading, tillage, or subsequent maintenance operations.
- B. **Stump Removal:** Any stumps encountered within the project limits that inhibit the installation of the plant material included in this work will be removed. Coordination with the United States Capitol Visitor Center's Contract Arborist and the Architect is required for stump removal within and adjacent to the tree protection areas.
- C. **Ripping:** Due to the compaction caused by construction, the subgrade will be ripped and broken-up to a depth of 18-inches. Soil to be ripped in two directions. Coordination with the United States Capitol Visitor Center's Contract Arborist and the Architect is required if areas to be ripped are adjacent to the tree protection areas. No ripping will occur within the tree protection areas or the critical root zones of other adjacent trees.
- D. **Grading of Ripped Subsoil:** Prior to topsoiling, areas to be planted will be graded as directed and surfaces will be left in even and properly compacted condition to prevent formation of depressions where water will stand. Grade all areas prior to topsoiling to accommodate a grade that will allow topsoiling and sodding to finished grade. Protect area from traffic.
- E. **Prior to the installation** of any planting mix, the Architect will approve the condition of the subgrade and the previously installed subgrade preparation.
- F. **Do not proceed with the installation** of topsoils and planting mixes until all utility work in the area has been completed.

G. **Topsoil:** Spread topsoil to the required finished grades.

1. The topsoil mix (soil mix) specified in this will be used as topsoil, see Section 02911. If topsoiling is not completed immediately after the subsoil operations outlined above, immediately prior to placing topsoil, loosen sub-grade by scarifying to depth of at least two-inches to permit bonding of topsoil to sub-grade. Uniformly spread topsoil by approved methods in sufficient quantity to provide layer of four-inches in thickness over designated areas and 2 inch layer on leaf mold and till to a depth of six inches.. Do not place topsoil when sub-grade is frozen, excessively wet, extremely dry, or in condition otherwise detrimental to proposed planting or to proper grading. Grade topsoil to lines indicated or as directed and correct irregularities in surface resulting from topsoiling or other operations to prevent formation of depressions where water will stand. Provide drainage away from all site structures. Topsoiling depths must allow for settlement (finish grades must be as indicated after settlement has occurred) and shrinkage of the organic material. The contractor will install the soil at a higher level to anticipate this reduction in soil volume. Phase the installation of the soil such that equipment does not have to travel over already installed topsoil or planting mixes.
2. Maintain smooth uniform grades and grade to eliminate rough spots and low areas where ponding may occur.
3. Provide positive drainage away from buildings.
4. All grading work will be coordinated with the United States Capitol Visitor Center's Contract Arborist.

H. **Fertilizer:** Delay mixing of fertilizer in plant mix if planting will not follow within two days.

1. For pit and trench type backfill and planting beds: Pre-blended planting mix soil delivered and tested prior to backfilling and stockpile at site.

I. **Planting Mix Soils:** Delay mixing of fertilizer in plant mix if planting will not follow within two days.

1. For pit and trench type backfill, prepare planting mix soil prior to backfilling and stockpile at site.
2. Planting Beds: Prepare planting mix soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

J. **Cultivation:** Cultivate subsoil to depth of three-inches in areas to receive topsoil. If subsoil is compacted due to equipment traffic or storage, cultivate to depth of six-inches.

1. Cultivate with mechanical tiller to break up clods. In inaccessible areas, cultivate by hand. Rake until surface is smooth.
2. Remove harmful and objectionable materials collected during cultivation.

3. Loosen hard subsoil in bottom of excavation.

K. **Layout:** Stake locations of trees and outline all shrub and groundcover areas. Approval of the layout from the Architect is required before start of planting work.

1. Make minor adjustments required by the Architect prior to the installation of the plant material.

L. **Obstructions:** Locate plants as indicated except where obstructions overhead or below grade are encountered and where changes have been made in construction.

1. Locate utility lines, electric cables, sprinkling systems and conduits prior to excavation of planting areas, plant pits, and placing tree stakes.
2. Take proper precautions not to damage subsurface improvements.
3. If obstructions are encountered, notify the Architect for plant material relocation.

M. **Drainage:** If subsoil conditions indicate retention of water in planting areas, as shown by seepage or other evidence indicating presence of underground water, notify the Architect before backfilling.

N. **Establish the limits of all planting beds** and flag the location of all plant material for approval by the Architect prior to installation. No plant material can be installed on the site without prior approval from the Architect. All of the irrigation head locations should be flagged at this time and will be reviewed by the Architect during the plant material review.

3.3 UNDERDRAINAGE

- A. **Before planting,** determine that all areas to receive plant material have adequate sub-drainage.
- B. **Areas atop slopes** that fall away in a gradient of 3:1 or steeper within ten-feet of the proposed tree locations do not require testing for under drainage.
- C. **Flat areas,** depressed areas and areas atop slope that fall away in a gradient less than 3:1 may require water percolation testing to assure the presence of properly drained subsoil or need to construct an under-drainage system.

3.4 PLANT INSTALLATION

- A. **General:** Start planting when other work, including placing of topsoil to finished grade, has progressed sufficiently to permit planting.
 1. Conduct planting operations under favorable weather conditions during seasons that are accepted practice for landscape work in the project location.

2. Install plant material in accordance with the approved planting schedule.
3. In unsuitable subgrade soil, dig pit 1/2 times wider and 1/2 times deeper than normally required. Backfill bottom and sides with soil mix thoroughly worked into place.
4. Install shrubs and other plants level, square, and straight while maintaining dimensions and alignment with surrounding construction.
5. Exercise care in order to protect existing trees, shrubs, and plants scheduled to remain.
6. The layout of the new plantings installed around the roots of existing trees may need to be modified in the field in order to avoid cutting existing tree roots. Large and structural roots of existing trees cannot be cut during the installation of the plant material. New plant material will need to be installed around the existing tree roots.
7. Planting shrubs in the tree protection areas may require the use of a super-sonic air tool, in lieu of hand digging, in order to avoid damage to the existing and protected trees. Backfill with the approved soil mix, see Section 02911. Coordinate all work within the tree protection areas with the United States Capitol Visitor Center's Contract Arborist and the Architect.
8. No shrub and groundcover material will be planted within a five-foot radius of the trunk of an existing tree located in a tree protection area.
9. Do not cut branches of existing trees unless directed by the Architect.
10. Planting depth is to be at finished grade unless noted otherwise.
11. Set plants to ultimate finished grade. Set in same relation to surrounding grade as before being moved.
12. Add fertilizer tablet(s) to each plant as per manufacturer instructions.
13. Remove excess excavation from holes from site.
14. Water plants thoroughly after grade is set and mulch is applied.
15. Balled and burlapped:
 - a. Remove burlap from root balls insuring that root ball remains firm.
 - b. Do not fill and compact soil around trunks and stems.
16. Plant material, placement and overall appearance will not be accepted for payment until accepted by Architect. This is not final acceptance.

B. Setting Plants: Provide individual holes for plant material. Set plants centered in pits.

1. Provide minimum of four-inches thickness of prepared planting mix soil at bottom of pits.
2. Set plant depths to provide finished grade level of plant after settlement is same as plant was grown.
3. Set plants upright, unless noted otherwise, and face to give best appearance and relationship to adjacent plants and structures.
4. Arrange roots in their normal position. Cut off broken or frayed roots cleanly.
5. Place and compact prepared planting mix soil carefully to void injury to roots and to fill voids.

- C. **Shrub Plants:** Provide shrub plant pit depth four-inches deeper than ball of plant or bottom of container. In areas where shrub plantings are on top of structure, the plant pit depth should extend down to the top of the waterproofing protection board if the required depth of four-inches cannot be attained. Coordination with the United States Capitol Visitor Center's Contract Arborist and the Architect is required when planting in tree protection areas.
1. Shrub locations may be adjusted when new shrubs are to be planted under existing trees in the tree protection areas.
 2. Excavate pits for balled and container plants with ball less than ten-inches in diameter with pit diameter minimum four-inches larger and four-inches deeper than size of ball.
 3. Excavate pits for balled and container plants with ball greater than ten-inches in diameter with pit diameter minimum 12-inches larger and eight-inches deeper than size of ball.
 4. Planting shrubs in the tree protection areas may require the use of a super-sonic air tool, in lieu of hand digging, in order to avoid damage to the existing and protected trees. Holes excavated with a super-sonic air tool should be backfilled with approved topsoil, see Section 02911. Coordinate all work within tree protection areas with the United States Capitol Visitor Center's Contract Arborist and the Architect.
 5. Do not mat together roots of bare-rooted plants; arrange in natural position with planting mix soil worked in among roots.
 6. Backfill hole with approved soil, see Section 02911, and settle thoroughly by watering.
- D. **Plant Ground Cover:** Install ground cover plants in containers of one-gallon or larger size in manner specified for shrubs.
1. Planting ground cover in the tree protection areas may require the use of a super-sonic air tool, in lieu of hand digging, in order to avoid damage to the existing and protected trees. Holes excavated with a super-sonic air tool should be backfilled with approved topsoil, see Section 02911. Coordinate all work within tree protection areas with the United States Capitol Visitor Center's Contract Arborist and the Architect.
 2. Plant bare-rooted ground cover plants or those in containers of less than one-gallon size in holes that are the same size or larger than plant root system.
 3. Tamp plants firmly by hand and water in using fine spray.
 4. After planting has been inspected and approved, place mulch material to depth of one-inch around plants in each planting bed.
- E. **Planting Beds:** Provide planting beds that constitute continuous planting areas with solid layer of prepared planting mix soil to depth guided by planting depth of plant ball or root concerned.

3.5 PRUNING

- A. **General:** Prune each shrub as required in order to preserve natural shape and character of plant.
 - 1. Prune, thin out, and shape plant material (formative pruning) in manner appropriate to the particular requirements of each plant.
 - 2. Do not prune or clip plants prior to delivery except with permission of Architect.
 - 3. Perform pruning with sharp tools.
- B. **Pruning:** Remove soft wood, sucker growth, broken, and badly bruised branches.
 - 1. Do not use tree paint.
 - 2. Prune existing trees scheduled to remain to remove dead or damaged branches and twigs.
 - 3. Do not cut tree leaders. Remove injured and dead branches from flowering trees.
 - 4. Prune shrubs to retain natural character and accomplish their purpose in landscape design.
 - 5. Specified shrub sizes are sizes after pruning.
 - 6. Remove and replace excessively pruned or malformed stock resulting from improper pruning.

3.6 SLOPE EROSION PROTECTION

- A. **Provide slope erosion protection** on slopes exceeding 2.5 horizontal to one vertical to be planted.
- B. **After grading is completed**, but before planting is commenced, roll out soil retention blanket in direction of flow of watershed and pin or staple with 11-gage steel wire formed into U-shapes six-inches long, placed at two-foot intervals. Lap material 18-inches at the ends and four-inches at the sides. Compact entire planting area using roller weighing 50 PLF of length. No compaction is permitted within the tree protection areas.

3.7 FIELD QUALITY CONTROL

- A. **General:** Comply with the General Requirements.
- B. **Site Inspections:** Do not plant materials until inspected and approved at site.
 - 1. Architect: Final judge of quality and acceptability of plant materials.
 - 2. Plants required to be balled and burlapped will not be accepted if the rootball is broken or if burlap, staves, ropes, or platforms have been removed before planting.
 - 3. Remove rejected material from site and replace with acceptable materials.

4. Landscape work may be inspected for acceptance in sections, complete units or area of substantial size.
 5. Inspection of landscaping work, to determine its completion for beginning of warranty period, will be made by Architect upon notice requesting inspection ten days prior to anticipated date. Planting: Complete and healthy in order to be considered complete.
- C. **Replace rejected work** and continue specified maintenance until re-inspection of landscape work that does not comply with requirements.
1. Remove rejected plants and materials promptly from the project site.
- D. **Acceptance** will begin warranty period.
- 3.8 **CLEANING AND PROTECTION**
- A. **Protect finished work** in accordance with the General Requirements.
1. Do not use materials or methods that may damage surface or surrounding construction
 2. Store materials and equipment where directed
 3. Keep pavements clean and work area in orderly condition
 4. Protect landscape work and materials from damage
 5. Maintain protection during installation and maintenance periods
- 3.9 **FINAL ACCEPTANCE**
- A. **Inspection to determine final acceptance** of landscaping work will be made at conclusion of warranty period by Architect. Plants will not be accepted unless they are alive and healthy.

- END OF SECTION 02930 -

ATTACHMENTS

General Decision Number: DC030003 05/05/2006 DC3
Superseded General Decision Number: DC020003
State: District of Columbia
Construction Type: Building
County: District of Columbia Statewide.
BUILDING CONSTRUCTION PROJECTS (Does not include single family
homes and apartments up to and including 4 stories)
Modification Number Publication Date

0 06/13/2003
1 10/03/2003
2 10/31/2003
3 01/09/2004
4 03/19/2004
5 04/02/2004
6 05/14/2004
7 06/11/2004
8 06/18/2004
9 06/25/2004
10 07/02/2004
11 07/09/2004
12 07/16/2004
13 08/13/2004
14 08/20/2004
15 09/17/2004
16 09/24/2004
17 10/29/2004
18 11/12/2004
19 01/21/2005
20 04/01/2005
21 05/06/2005
22 06/03/2005
23 06/10/2005
24 06/24/2005
25 07/01/2005
26 07/08/2005
27 07/22/2005
28 08/19/2005
29 08/26/2005
30 09/16/2005
31 10/28/2005
32 11/04/2005
33 11/11/2005
34 11/25/2005
35 02/03/2006
36 03/10/2006
37 05/05/2006

ASBE0024-001 03/01/2006

Rates Fringes

Asbestos Worker/Heat and
Frost Insulator

Includes the application
of all insulating
materials, protective
coverings, coatings and
finishes to all types of
mechanical systems.....\$ 25.88 12.88

ASBE0024-002 03/01/2006

Rates Fringes

Hazardous Material Handler
Includes preparation,

wetting, stripping,
removal, scrapping,
vacuuming, bagging and
disposing of all
insulation materials,
whether they contain
asbestos or not, from
mechanical systems.....\$ 14.22 6.35

ASBE0024-005 03/01/2006

Rates Fringes

Fire Stop Technician

Includes the application
of materials or devices
within or around
penetrations and openings
in all rated wall or floor
assemblies, in order to
prevent the passage of
fire, smoke or other
gases. The application
includes all components
involved in creating the
rated barrier at perimeter
slab edges and exterior
cavities, the head of
gypsum board or concrete
walls, joints between
rated wall or floor
components, sealing of
penetrating items and
blank openings.....\$ 20.94 6.09

BRDC0001-001 11/06/2005

Rates Fringes

Bricklayer.....\$ 25.25 6.09

CARP0132-006 05/01/2005

Rates Fringes

Carpenter (Including Drywall

Hanging).....\$ 22.89 5.39

Piledriver.....\$ 21.47 5.81

ELEC0026-003 09/02/2002

Rates Fringes

Communication Technician.....\$ 20.60 5.09

SCOPE OF WORK: Includes low voltage construction,
installation, maintenance and removal of teledata
facilities (voice, data and video) including outside plant,
telephone and data inside wire, interconnect, terminal
equipment, central offices, PABX, fiber optic cable and
equipment, railroad communications, micro waves, VSAT,
bypass, CATV, WAN (Wide area networks), LAN (Local area
networks) and ISDN (Integrated systems digital network).
WORK EXCLUDED: The installation of computer systems in
industrial applications such as assembly lines, robotics
and computer controller manufacturing systems. The
installation of conduit and/or raceways shall be installed
by Inside Wiremen. On sites where there is no Inside
Wireman employed, the Teledata Technician may install
raceway or conduit not greater than 10 feet. Fire alarm

work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

* ELEC0026-016 11/07/2005

Rates Fringes

Electrician (Excluding
Communication-Low Voltage

Wiring).....\$ 30.45 10.35+3%+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

ENGI0077-009 05/01/2006

Rates Fringes

Power equipment operators:

Boom Trucks.....\$ 25.52 6.42+a

Cranes (35 tons and above)..\$ 26.69 6.42+a+b

Cranes (under 35 tons).....\$ 26.23 6.42+a+b

Forklifts.....\$ 18.95 6.42+a

Piledrivers.....\$ 26.23 6.42+a

a. PAID HOLIDAYS:

New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

IRON0005-001 06/01/2005

Rates Fringes

Ironworkers:

Structural, Ornamental and

Chain Link Fence.....\$ 24.53 10.795

* IRON0201-003 05/01/2005

Rates Fringes

Ironworker, Reinforcing.....\$ 24.45 9.73

LABO0074-001 06/01/2005

Rates Fringes

Laborer: Skilled.....\$ 18.03 3.12

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipelayers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers, and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene

burners and licensed powdermen.

LABO0456-012 06/01/2005

Rates Fringes

Laborers:

Mason Tenders (Brick).....\$ 13.75 3.12

Mortarmen, Scaffold

Builders.....\$ 14.45 3.12

MARB0002-002 05/01/2005

Rates Fringes

Marble & Stone Mason.....\$ 28.72 10.55

INCLUDES pointing, caulking and cleaning of All types of

masonry, brick, stone and cement structures; EXCEPT

pointing, caulking and cleaning of exisiting masonry,

brick, stone and cement (restoration work)

MARB0003-001 05/01/2005

Rates Fringes

Mosaic & Terrazzo Worker,

Tile Layer.....\$ 23.17 8.53

MARB0003-004 05/01/2005

Rates Fringes

Marble, Tile & Terrazzo

Finisher.....\$ 18.72 7.62

PAIN0051-004 06/01/2005

Rates Fringes

Glazier

Contracts \$2,000,000 and

under.....\$ 21.87 7.21

Contracts over \$2,000,000...\$ 23.09 7.21

PAIN0051-010 06/01/2005

Rates Fringes

Painters:

Brush, Roller, Spray and

Drywall Finishers.....\$ 21.31 7.06

PLAS0891-003 05/01/2004

Rates Fringes

Cement Mason.....\$ 23.73 4.945

PLUM0005-007 08/01/2005

Rates Fringes

Plumber

Apartment Buildings over 4

stories (except hotels).....\$ 19.86 7.56+a

ALL Other Work.....\$ 31.05 11.26+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day

and the day after Thanksgiving, Christmas Day, New Year's

Day, Martin Luther King's Birthday, Memorial Day and the

Fourth of July.

PLUM0602-006 08/01/2005

Rates Fringes

Steamfitter, Refrigeration &

Air Conditioning Mechanic

(Including HVAC Pipe Work).....\$ 30.27 12.02+a

a. PAID HOLIDAYS:

New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving Day and Christmas Day.

* SFDC0669-001 04/01/2006

Rates Fringes

Sprinkler Fitter.....\$ 27.45 12.15

* SHEE0100-002 07/01/2005

Rates Fringes

Sheet Metal Worker (Including

HVAC Duct Work).....\$ 29.18 10.51

SUDC2000-001 04/12/2000

Rates Fringes

Laborer, Unskilled.....\$ 11.83 2.23

Pointer, caulker and cleaner

INCLUDES pointing,

caulking and cleaning of

existing masonry, brick,

stone and cement

structures (restoration

work); EXCLUDES pointing,

caulking and cleaning of

new or replacement

masonry, brick, stone and

cement.....\$ 20.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

* a survey underlying a wage determination

* a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:
Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.:9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i>	
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION
STATE OF INCORPORATION		

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	Corporate Seal
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2.	(Seal)	
	(Seal)	(Seal)		
NAME(S) <i>(Typed)</i>	1.	2.	(Seal)	
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT (\$)
	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is usable

STANDARD FORM 24 (REV. 10-98)
Prescribed by GSA - FAR (48 CFR) 53.228(a)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

**** NOTICE ****

TO: ALL VENDORS/CONTRACTORS/CONSULTANTS

FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors, contractors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (ie. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore, to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned with your bid or offer as set forth in Section G of the solicitation.

**PAYMENT INFORMATION FORM
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

Debt Collection Improvement Act of 1996

PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

COMPANY INFORMATION

NAME:

ADDRESS:

CONTRACT NUMBER: **AOC-**_____

TAXPAYER IDENTIFICATION NUMBER (TIN):

CONTACT PERSON NAME:

TELEPHONE NUMBER: ()

FAX NUMBER: ()

AGENCY INFORMATION

NAME: ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING

ADDRESS: ACCOUNTING DIVISION, ROOM H2-205

WASHINGTON, D.C. 20024

FAX NUMBER: (202) 225-7321

CONTACT PERSON NAME: MR. JAMES JARBOE

TELEPHONE NUMBER: (202) 226-2552

FINANCIAL INSTITUTION INFORMATION

BANK NAME:

BRANCH LOCATION: (If applicable)

CONTACT NAME:

TELEPHONE NUMBER: ()

NINE DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT: _ _ _ _ CHECKING _ _ _ _ SAVINGS _ _ _ _ LOCKBOX

SIGNATURE AND TITLE OF REPRESENTATIVE:

TELEPHONE NUMBER:



UNITED STATES CAPITOL POLICE
WASHINGTON, D.C. 20510-7218

CP-491
(4-04)

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. Name: (Last, First, Middle) _____ Address: _____
Street & No. _____
City & State: _____
Zip: _____ Tele: _____

2. Other Names Ever Used: (e.g. maiden name, nickname, ect. If you have never used another name write "None".) _____

3. Date of Birth: (Month, Day, Year) _____ 4. Birthplace: (City and State or Country) _____

5. Social Security Number: _____ 6. Gender: _____
Male Female

7. Race: _____ 8. Height: _____ 9. Weight: _____ 10. Eye Color: _____ 11. Hair Color: _____

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. Signature: _____ 13. Date: _____